

**Medina County Public Transit
Request for Proposals
Supplemental Transportation Services**



Issued on behalf of the Medina County Board of Commissioners
March 10, 2023

**INVITATION FOR BID (IFB) TO OPERATE SUPPLEMENTAL
TRANSPORTATION FOR MEDINA COUNTY PUBLIC TRANSIT (MCPT)**

I. BACKGROUND AND INTRODUCTION

In August 2001, Medina County Public Transit (MCPT), under the authority of the Medina County Board of Commissioners accepted the responsibility for coordinating all transportation associated with programs administered by the Medina County Department of Job and Family Services (MCDJFS). Under an agreement with MCDJFS, MCPT processes all transportation requests from MCDJFS eligible program recipients and assigns them for transportation. In order to meet the many diverse demands of the various program participants MCPT must, at times, utilize the services of private transportation providers to facilitate these services. The current service contracts remain in force until **April 27, 2023**.

On behalf of the Board of Commissioners, the County Transportation Director, County Finance Director, and the County Administrator will evaluate all bids received by the deadline noted below, and will recommend the award of a contract(s) to a transportation provider(s) as a result. Respondents are asked to submit service and price proposals labeled as Standard (Walk on) Service only and as Mobility Aided (Wheel Chair or Scooter) Service Only. The Commissioners reserve the right to reject any and all bids. It should be further noted that, as a recipient of Federal transit funds through Ohio Department of Transportation (ODOT), any contract contemplated under this Invitation for Bid may be subject to prior approval by ODOT.

II. ANNOUNCEMENT:

The Medina County Commissioners are seeking bids for supplemental transportation services for Medicaid in the County. Said bids are being sought to augment transportation services being provided by Medina County Public Transit for the Medina County Department of Job and Family Services Department and services shall commence **April 28, 2023** and continue until **April 28, 2025**. Specifications are available from Medina County Public Transit, 6094 Wedgewood Medina, Ohio, 44256, phone (330) 723-9670. Sealed bids should be clearly marked and addressed as:

Medina County Commissioners
144 N. Broadway, Medina, Ohio 44256
Attn: Supplemental Transportation Services

Bids are due at the office of the Medina County Commissioners by 10:00 AM local time, **April 10th, 2023** and will be opened at that time as prescribed by law. A copy of this legal notice may also be viewed on the internet at www.medinaco.org.

Medina County Commissioners

Colleen M. Swedyk, President
William Hutson, Commissioner
Patricia G. Geissman, Commissioner

III. SCHEDULE OF ACTIVITIES

MCPT intends to follow the schedule of activities outlined below.

Advertising & Bid Opens	March 10, 2023
Deadline for Bid Submission	April 10, 2023
Review and Clarification of Bids Completed	April 14, 2023
Contract Awarded	April 17, 2023
Commencement of Service	April 28, 2023

IV. DESCRIPTION OF ORGANIZATION:

MCPT is the public transit service in Medina County and serves as the broker for all transportation for MCDJFS. Due to the diverse needs of MCDJFS program participants, MCPT must procure outside supplemental transportation services to perform many trips.

V. DESCRIPTION OF TRANSIT SERVICE TO BE PROVIDED:

MCPT currently operates demand response and fixed routes services for the identified program participants. The successful respondent shall be responsible for operating supplemental services for **after hours and Saturday and Sunday trips, long distance trips, and trips at various other times when demand or capacity constraints prevent efficient scheduling of these trips on MCPT service.** The successful respondent shall provide said services with 24 hours notice and, at times, upon an emergency basis when such need arises due to a change in a program location or participant's schedule. In any event, supplemental transportation services shall be provided to all assigned eligible program participants **without refusal.** MCPT shall provide daily client lists, which will list the addresses of the pick up and drop off points for each client along with the time that each client needs to arrive at their respective destination. The successful respondent will be responsible for routing of all pickups and drop offs in a timely manner to facilitate each client meeting their obligations on time. The successful respondent will also be responsible for billing MCPT for services provided, via a recognizable computer formatted billing system. Each billing shall detail all client trip activity and list the pick up point, destination address and date of each individual trip service (Attachment A represents a sample billing format). **Said billing should be delivered to MCPT offices at 6094 Wedgewood, Medina, Ohio on a monthly basis due the 10th of each month.** Upon receipt and review of the billing, MCPT will execute payment for the services provided by County warrant on a timely basis.

VI. VEHICLES

The successful respondent shall maintain vehicles in sufficient number and type to perform the services proposed. Respondent shall present a list of vehicles to be used in providing the aforementioned services, said list to be updated as needed during the term of the agreement. Each list shall state if the vehicle is equipped for mobility aid accessibility or is non-accessible. Also, successful respondent shall provide evidence of an ongoing preventative maintenance program for said vehicles and shall report the progress of such program quarterly to MCPT throughout the term of the contract. Listed vehicles may be randomly inspected for safety, cleanliness, and serviceability by MCPT at any time during the term of the agreement without prior announcement.

VII. PERSONNEL REQUIREMENTS

The successful respondent shall employ personnel in sufficient numbers to provide the aforementioned services throughout the term of the agreement. The successful respondent shall also maintain the criminal background information, substance abuse testing information, and motor vehicle records abstract information on all personnel employed to perform services hereunder and shall make said information available to MCPT management upon request by MCPT to view such information.

VIII. SUBSTANCE ABUSE TESTING PROGRAM

The successful respondent shall show evidence of an employee substance abuse testing program to facilitate pre-employment, random, post-accident, for cause, and return to duty substance abuse testing. Said program should conform to regulations promulgated under United States Department of Transportation regulations 49 CFR part 40 (revised) and part 655 in terms of policy and procedures regarding the administration of the program.

IX. TERM OF CONTRACT

The term of the contract contemplated herein shall commence on **April 28, 2023** and end on **April 28, 2025** and may, at MCPT's discretion or by mutual agreement of the parties, be extended for additional terms of 12 months thereafter for up a total of 3 years (up to **April 28, 2027**). MCPT reserves the right to review the contract on an annual basis, and shall maintain the right to cancel the contract in the event of loss of funding or unsatisfactory performance by the successful respondent upon 30 days written notice. In the event that cancellation is contemplated by MCPT for unsatisfactory performance, the successful respondent shall be given notice of said performance and given 30 days to attempt to cure such performance. This contract is contingent on MCPT winning the DJFS contract.

X. FORMAT FOR BID SUBMISSION

Respondent shall submit an original and two copies of the bid in an opaque sealed envelope bearing the company's name and address. The envelope shall be labeled "Supplemental Transportation Services".

Respondents shall submit proposals using the following format:

- I. **Qualification Information** – Respondents shall submit the following information which shall be used to determine the responsibility of the respondent's proposal:

Identification of Respondent – Name of company, address, telephone, and fax numbers

Corporate Officers – Name, title, contact information

Official Company Representative – Name, title, contact information

Description of Respondent Organization – A brief description of the organization's history, structure, nature of its business, operating policies and procedures, hiring practices, and employee training efforts.

Legal Status – Form of company (sole proprietorship, partnership, or corporation). If incorporated, identify the state in which company is incorporated and the date of incorporation. Provide the company's Federal Taxpayer ID Number.

Contract Completion/Litigation – A statement as to whether or not the company has ever failed to complete a contract, had a contract terminated for safety issues or non-performance, or had a bid rejected as non-responsible or non-responsive. Also, indicate whether or not the company has filed suit against a past or present customer, or if any customer has ever filed suit against your company.

Legal Proceedings – A statement as to whether or not the company is a party to any ongoing legal proceedings and the impact on the company's ability to perform under any contract awarded as a result of this solicitation.

Disadvantaged Business Enterprise – Indicate whether or not the company is an Ohio-certified Disadvantaged Business Enterprise, and what attempts will be made to involve DBE participation.

Organizational and Financial Capabilities – Include the following statements regarding the company’s organizational capacity to responsibly and successfully perform under any contract awarded hereunder:

Organizational Structure - A brief statement as to the company’s available resources and its ability to perform given existing contractual commitments should it be awarded a contract hereunder. Attach an organizational chart of the company’s structure.

Financial Capacity – A brief statement as to the company’s financial capacity and stability. Attach a list of financial and vendor references, including banking and leasing references, with the names, addresses, and telephone and fax numbers for each. Attach acknowledgement from an accountant or financial institution that the company’s most recent available Federal Income Tax return has been filed and the company’s most recently reviewed annual financial statements for the past two years are in order and represent the true condition of the company.

Insurance Capacity – A brief statement regarding the company’s insurance coverage. Respondent must be able to demonstrate that it carries a comprehensive policy of insurance. Said policy shall include collision, theft, and liability insurance. The minimum amount of liability insurance maintained shall be \$500,000.00 per person and \$1,000,000.00 per occurrence. Attach copies of a current Certificate of Liability Insurance from an insurer and a current State of Ohio Bureau of Worker’s Compensation Certificate of Premium Payment.

Bonding Capacity – A brief statement as to the respondent’s capability to provide a performance bond in an amount equal to that price it has proposed for providing services for the first year of the contract awarded hereunder. Attach a letter from a bonding company indicating that the respondent can be provided such bonding. Documentation of such performance bond must be presented by a respondent prior to the execution of any contract hereunder.

II. Technical Capabilities, Management Qualifications, Relevant Experience, and Approach

Technical Capabilities – Provide the following information regarding the company’s technical expertise in the areas noted below:

Hiring, Training, and Development of Employees – Describe the hiring and screening process used by your company in selecting drivers. Describe the training efforts used to ensure driver training and awareness as to safety, defensive driving, sensitivity, passenger assistance and securement, first aid, and accident reporting. Describe efforts used to ensure driver attainment of a Commercial Driver’s License (if applicable to service vehicles used). Describe ongoing and refresher type training efforts.

Vehicle Fleet – Itemize the company’s current vehicles proposed to be utilized in the delivery of services. Include year, make, model, seating capacity and current odometer reading of each vehicle, and indicate whether each vehicle is or is not wheelchair accessible.

Vehicle Maintenance – Describe procedures used for each of the following: pre-trip and post-trip inspections; routine, preventative, and extraordinary maintenance; vehicles cleaning; tracking, recording, and reporting of inspections and maintenance efforts performed for each vehicle. Describe the qualifications of maintenance technicians employed or maintenance contractor utilized by the company.

Systems, Policies and Operating Procedures – Briefly describe the systems, policies and procedures that company has in place to maintain and improve operating efficiencies, capturing, organizing and tracking cost data, and maintaining positive customer relations.

Service Performance Reporting – Describe the service performance reporting mechanisms the company has developed or is capable of developing to provide feedback to MCPT in support of decision-making regarding supplemental transportation services. Identify the types of data captured and data performance indicators used. If available, attach copies of performance reporting formats currently used by the company.

Licenses – Identify licenses held relevant to operating transportation services, such as radio station licensing and licensing to transport students if respondent operates school transportation service (in yellow buses). Attach copies of all relevant licenses.

Management Qualifications – Identify all management personnel within your organization and briefly describe their current responsibilities and capabilities. Attach current resumes of each of the individuals identified. Identify those who shall play a role in the contract contemplated hereunder and briefly describe what their responsibilities shall be under that contract.

Past and current relevant transportation experience – Identify and describe all relevant transportation experience, citing specific contracts previously or currently held by your company. Identify each customer, including name, address, telephone and fax numbers for each, as well as the contact person with each customer who will serve as a reference for your company. Briefly describe the nature, scope and type of services provided and identify the duration for which the contract was or has been held.

III. Price Proposal – Respondent shall submit two price proposals. One price proposal shall be labeled for Standard (Walk On) Service Only. This price should include flat fees for local service, per mile rates for long distance service, waiting fees (if any) charged. The second price proposal shall be labeled for Mobility Aided (Wheel chair, Scooter) Service Only. This price should also include flat

fees for local service, per mile rates for long distance service, waiting fees (if any) charged, additional fees for dealing with mobility aid devices (if any). Required bid forms are attached to these specifications.

XI. SELECTION PROCESS

MCPT has created evaluation criteria for these proposals. These criteria shall be used to evaluate all responsible bids received by the deadline indicated above. To be determined to be responsible, a prospective contractor must meet all of the following requirements:

- a. Financial resources adequate to perform the contract, or the ability to obtain them.
- b. Ability to meet the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- c. A satisfactory performance record;
- d. A satisfactory record of integrity and business ethics;
- e. The necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them;
- f. Compliance with applicable licensing and tax laws and regulations;
- g. The necessary production, construction, and technical equipment and facilities, or the ability to obtain them, if applicable;
- h. Compliance with Affirmative Action and Disadvantaged Business Program requirements; and
- i. Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

After submission, bids will be initially reviewed to determine responsibility based on the Qualification Information required in Section X above. Failure to submit accurate and complete information as described under Qualification Information may result in such proposals being deemed non-responsible and ineligible for further consideration.

The evaluation criteria and scoring process described in Section XII below shall evaluate responsible bids. Based on the results of that evaluation, the Transportation Services Director may invite the respondent(s) who scored the highest to make a presentation. The Transportation Services Director may also arrange to make a site visit to the locations of such respondents. After such presentations or site visits, if conducted, the Transportation Services Director and Finance Director shall select the finalist(s) for negotiations. MCPT reserves the right to ask for best and final offers from the finalist(s) as part of the negotiation process if deemed necessary. Once negotiations (if necessary) are completed a contract award shall be made.

Please Note: *Award of a contract may be made on the basis of initial proposals submitted without any presentations, site visits, negotiations, or discussions.*

XII. SELECTION CRITERIA

The evaluation team shall assess the merits of each bid using the following criteria on the weighted basis indicated:

- Completeness and responsiveness of bid (15%)
- Managerial qualifications and experience of successful respondent and key personnel (25%)
- Transportation services operations qualifications and experience of successful respondent and key personnel (25%)
- Proposed cost (35%)

The Transportation Services Director, the Finance Director, and the County Administrator will individually evaluate and score each bid and adding a score on each criteria from 0 to 10 points. The above weighting factors shall then be applied to each. All scores will then be tallied for each bid.

BID PROTESTS

It is the policy of MCPT to prepare specifications for invitation to bid or for requests for proposals that are not discriminatory in nature. All solicitations are to be open and free to all competing vendors whereby all have a reasonable chance to be successful and be awarded a contract. If a Bidder that has submitted a proposal feels that a particular solicitation is unfair, the following procedure must be followed to register a proper protest and said procedure shall be part of all solicitations:

- STEP 1. Protest must be made in writing and addressed to the Transit Director no later than five (7) business days before the scheduled bid or RFP due date. Such protest must cite what the solicitation was for, and for what reason the protest is lodged.
- STEP 2. The Transit Director shall make all reasonable attempts to resolve the protest prior to the award of a contract, and may reschedule the bid opening date solely at their discretion if deemed necessary. The Transit Director must make their decision no later than three (3) working days from date the protest is lodged.

Continue to Step 3 under Post-Bid procedures below

Post-Bid Protest

- STEP 1. Protest must be made in writing and addressed to the Transit Director no later than five (5) business days after the scheduled bid due date. Such protest must cite what the solicitation was for, and for what reason the protest is lodged.

- STEP 2. The Transit Director shall make all reasonable attempts to resolve the protest prior to the award of a contract. The Transit Director shall seek legal counsel from the Medina County Prosecutor's Office to ensure adherence to local, State, and Federal laws.
- STEP 3. If the protest is not satisfactorily resolved at Step 2, the person or firm making the protest may request a meeting with their legal counsel, MCPT and the Medina County Prosecutor's Office.
- STEP 4. If the protest is not satisfactorily resolved at Step 3, the person or firm making the protest may appeal, within five (5) working days of the meeting date, the matter to the Board County Commissioner's liaison to Medina County Transit who shall hold a hearing within fifteen (15) business days on the matter and make recommendation to the full Board to be considered at its next regularly scheduled meeting.
The decision of the Board shall be final and binding on all parties. Appeal from the decision of the Board or any request by an adversely affected party may be submitted in writing to the Federal Transportation Administration (FTA). FTA's recourse shall only consider protest appeals where the local protest procedure does not exist or where the local procedure was not followed.

XIII. FEDERAL CONTRACT REQUIREMENTS

Incorporation of Federal Transit Administration (FTA) Terms – The following provisions include, in part, certain Standard Terms and Conditions required by the United States Department of Transportation (DOT), whether or not expressly set forth in the contract provisions found herein. All contracted provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 18, 2013 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MCPT request that would cause MCPT to be in violation of the FTA terms and conditions. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference herein, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of the contract.

All such federally mandated contract provisions shall be incorporated into any contract awarded as a result of this solicitation, including, but not limited to, the following:

Drug & Alcohol Abuse and Testing – Applicability – Operational service contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The Contractor agrees to comply with the following Federal substance abuse regulations:
a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited

Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

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

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

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

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

Buy America Requirements – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000) Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Contract termination: Debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

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

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

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

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

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

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

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

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

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

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

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

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

recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Clean Water – Applicability – All Contracts and Subcontracts over \$250,000.

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance

Lobbying – Applicability - Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. Interests of Members of Congress (**Certificate Required**) Integrity (Non-Collusion) (**Certificate Required**) – 41 USC 423, 49 CFR Part 18.36 (i)(1) - Prohibited Interest (**Certificate Required**)

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

Government-wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$25,000 The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," September 2019

<https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Environmental Protections – Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future. Section 50B of the Clean Water Act (33 USC 1368)

Clean Air – Applicability – All contracts over \$250,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

Clean Water – Applicability

All Contracts and Subcontracts over \$250,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

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

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT

Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements: (1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c)

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

the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

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

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

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT

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

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

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and
September 2019
inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts. Cargo Preference – 46 USC 1241, 46 CFR Part 381

Americans with Disabilities Act – 49 CFR Part 27

Labor Provisions – 49 USC 5311; 40 USC 327-333 (1995), 29 CFR Part 5 (1995), 29

Breaches and Dispute Resolution – Applicability – All contracts over \$250,000
Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to

person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days 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 recipient 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 residing State.

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 recipient 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.

Geographic Information and Related Spatial Data – Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

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

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

The CFDA number for the Federal Transit Administration. Nonurbanized Area Formula (Section 5307) is 20.507 A Recipient covered by the Single Audit Act

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

Safe Operation of Motor Vehicles. a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a “Seat Belt Use” provision in each third party agreement related to the Award. **b. Distracted Driving, Including Text Messaging While Driving.** The Recipient agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a

September 2019

vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

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

veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

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

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

The following requirements apply to the underlying contract:

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

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute): (1) FTA’s “Nondiscrimination” statute prohibits

September 2019

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

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

Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

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

September 2019

Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third-party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle

manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The September 2019 Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the

ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

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

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

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

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

PLEASE NOTE: ALL CERTIFICATIONS NOTED ABOVE ARE ATTACHED HERETO AND MADE A PART OF THESE BID SPECIFICATIONS. ALL RESPONDENTS SHALL COMPLETE AND EXECUTE ALL ATTACHED CERTIFICATIONS AND INCLUDE SAME AS A PART OF THEIR BIDS. ANY BIDS RECEIVED THAT ARE MISSING CERTIFICATIONS, OR INCLUDE INCOMPLETE CERTIFICATIONS, OR ANY THAT INCLUDE CERTIFICATIONS LACKING PROPER EXECUTION, MAY BE REJECTED AS NON-RESPONSIVE.

XIV. BID BOND

A **Bid bond**, certified check or cashier's check made payable to the Medina County Commissioners in the amount of one hundred dollars (\$100.00) **must accompany any bid submitted.** Bids submitted without a bid bond will be rejected at the time they are unsealed.

XV. REQUIRED DOCUMENTS

Providers shall submit the following with their proposal:

- 1) Most Recent Professional Financial Report (Prepared according to U.S. General Accepted Auditing Standards)
- 2) Most Recent Professional Audit
- 3) Article of Incorporation
- 4) Proof of Liability Insurance
- 5) Equal Employment Opportunity – Affirmative Action Plan
- 6) Professional or Operating Licenses
- 7) Table of Organization
- 8) Hours of operation
- 9) If services will be sub-contracted, a copy of the current contract with the sub-contractor
- 10) Budget showing the breakdown of transportation services, staffing and operating costs
- 11) All completed bid forms (Appendix 1 – 5)

Bid Proposal Cover Page

Agency Organization Submitting Proposal

Name: _____

Address: _____

City/State/Zip Code: _____

Check One:

- Sole Proprietor**
- For-profit organization**
- Not-for-profit organization**
- Government organization**

Proposal person _____ **contact**

Contact telephone _____ **person's**

Federal Employee I.D. number, if applicable _____

Workers Compensation Account number, if applicable _____

Proposed amount of funds requested _____

Included:

- Budget**
- Qualification of staff**
- Documentation of Insurance**
- Narrative**

Authorized Signature

Date

Typed Name and Job Title

Appendix 1

TRANSPORTATION SERVICES BID FORM

STANDARD (WALK ON) SERVICE

Flat Fee for Local Service \$ _____

Long Distance Service (per mile) \$ _____

Hourly rate for Work Participate
Projects (such as Work Experience site) \$ _____

Waiting Fees (per hour)
(If Applicable) \$ _____

Bid Submitted by:

Company Name

Company Representative Name and Title

Authorized Signature

Date

Appendix 2

TRANSPORTATION SERVICES BID FORM

MOBILITY AIDED (WHEELCHAIR, SCOOTER) SERVICE

Flat Fee for Local Service \$ _____

Long Distance Service (per mile) \$ _____

Hourly rate for Work Participate
Projects (such as Work Experience site) \$ _____

Waiting Fees (per hour)
(If Applicable) \$ _____

Bid Submitted by:

Company Name

Company Representative Name and Title

Authorized Signature

Date

Appendix 3

PERSONAL PROPERTY & REAL ESTATE TAX AFFIDAVIT

STATE OF OHIO }

} SS:

COUNTY OF MEDINA }

_____ being first duly sworn, deposes and says that he/she is
(president, secretary, sole owner, etc.) of:

_____ the party making the bid, with offices located at:

_____ and as its duly authorized

representative states that effective this _____ day of _____, 2018 (date of submission
of the bid) the (Name of Company) _____

() Is NOT charged with delinquent personal property or real estate taxes on the general list of real and personal property in Medina County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Medina County, Ohio.

() Is charged with delinquent personal property taxes and/or real estate taxes on the general list of real and personal property in Medina County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Medina County, Ohio. The County and amount of delinquent personal property taxes is listed below and includes total amount and any penalties and interest thereon.

County: _____ Amount: _____

Affiant

Sworn to and subscribed before me this _____ day of _____, 2018.

Notary Public

Appendix 4

NON-COLLUSION AFFIDAVIT

STATE OF OHIO }
 } SS:
COUNTY OF MEDINA }

_____ being first duly sworn, deposes and says that
he/she is

_____ (president, secretary, sole owner,
etc.) of: _____; the party submitting the
foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has
not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or
person, to put in a sham bid, or that such other person shall refrain from bidding, and
has not in any manner, directly or indirectly sought by agreement or collusion, or
communication or conference, with any person, to fix the bid price of affiant or any
other bidder, or fix any overhead, profit or cost element of said bid price, or that of any
other bidder, or to secure any advantage against the County of Medina or any person or
persons interested in the proposed contract; and that all statements contained in the
bid proposal or bid are true; and further, that such bidder has not, directly or indirectly
submitted this bid, or the contents thereof, or divulged information or data relative
thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of
_____, 2018.

Notary Public

Appendix 5
See Excel spread sheet