

Draft Final Report:

Central Virginia Planning District
Commission (CVPDC) Vanpool!VA
Implementation Plan

August 2021

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Vanpool Program Assessment Report

The Central Virginia Planning District Commission (CVPDC) serves Amherst, Appomattox, Bedford and Campbell counties and the city of Lynchburg, as well as the five towns within the central Virginia area. The CVPDC works with its member jurisdictions, committees and agencies to provide planning, technical assistance and the facilitation of services that address local, regional and state needs in an innovative, timely and cooperative manner.

Building upon the recommendations and findings in the Vanpool!VA Implementation Plan project completed by AECOM on behalf of the Virginia's Department of Rail and Public Transportation (DRPT), this report provides an assessment of potential vanpooling services for the CVPDC region and offers guidance on the structure and administration of future vanpool programming including operational scenarios, potential funding sources, and revenue projections.

1. Introduction to Vanpooling

Vanpool Overview

A vanpool is a group of commuters who share a ride to and from work in a 7 to 15 passenger vehicle. The van originates from an area near the commuters' homes, often a park-and-ride lot or local meeting place, and travels to one or more work sites in close proximity. A member of the vanpool volunteers to drive the group with support from designated back-up drivers. The vanpool group typically splits the cost of the vanpool including insurance, fuel, maintenance and parking. Some commuters may also receive subsidies from their employer, and if their employer participates in the vanpool benefit program, employees may elect to pay a monthly vanpool fare using pre-tax dollars.

When a van receives financial support through federal funds, such as Section 5307 and 5311 formula funds, or when the van is reporting National Transit Database (NTD) passenger miles, there are additional elements to the definition of a qualifying vanpool. These include the requirement that the vehicle accommodate 7 to 15 passengers and fulfill federally established Buy America requirements. Further, at least 80% of the vehicle's miles must be dedicated to trips connecting a common workplace with a convenient residential location. Additionally, the van may not have a paid driver.

The Internal Revenue Service (IRS) Guidance for Transportation (Commuting) Benefits (section 132(f)) provides the following definition related to the pre-tax payroll deduction benefit:

Commuter highway vehicle. A commuter highway vehicle is any highway vehicle that seats at least 6 adults (not including the driver). In addition, you must reasonably expect that at least 80% of the vehicle mileage will be for transporting employees between their homes and workplace with employees occupying at least one-half the vehicle's seats (not including the driver's).

Similarly, the definition of a commuter highway or vanpool vehicle contained within the Federal Transit Administrations (FTA) guidance for the Section 5307 Urbanized Area Formula Program (same for Section 5311), is as follows:

These types of vehicles must have the seating capacity of at least six adults (not including the driver) and at least 80 percent of the vehicle's mileage can be reasonably expected to be for the purposes of transporting commuters in connection with travel between their residences and their place of employment.

Vanpool Operational Models

Vanpooling is a common element of trip reduction and ridesharing programs, which seek to reduce the number of single occupant vehicle (SOV) trips for the purpose of reducing congestion and vehicle emissions while also providing residents with lower cost commuting options. In addition, vanpools offer regions an added mobility-service, often providing transportation where transit may not be viable, including suburb to suburb connectivity and in rural areas, while also supporting the reverse commute pattern and employers in outlying areas. Vanpools also typically appeal to groups with long-distance commutes. The generally accepted distance within the industry is a commute in excess of 15 to 20 miles one-way. However, the threshold can vary greatly with local conditions including traffic congestion that impacts travel times, high parking costs and access to high occupancy vehicle (HOV) lanes. Vanpool programs typically follow one of two operational models:

- **In-house:** Vanpool services offered internally and exclusively by an agency. Under this approach, the transit agency owns, maintains and insures the vanpool vehicles; has agency staff members performing all passenger recruitment, formation and marketing; fulfills NTD reporting; determines driver eligibility, recruits drivers and provides driver training; provides support programming such as subsidies, ride-matching and Guaranteed Ride Home (if offered); and fulfills all administrative and customer service tasks.
- **Turnkey:** Vanpool services contracted through a private provider of public transportation by vanpool. With this approach, agencies typically use a competitive bid process to select a vendor(s) to provide inclusive vanpool services. The vendor fully supports the operation program while the agency oversees the contract. The agency may still elect to provide subsidies under this model.

2. Vanpool Program Funding

Sources of Funding

Federal Transit Administration (FTA) Funding

The majority of in-house or turnkey vanpool programs that receive financial support or subsidies are typically administered by the FTA and are funded through either the Section 5307 formula program or the Section 5311 program. Section 5307 funding is appropriated in urbanized areas, while Section 5311 funds support the non-urbanized areas. AECOM proposes that Section 5307 funding be used to support vanpools within the Lynchburg urbanized areas. Section 5311 funding would then be available to be used for vanpools traveling in the non-urbanized areas surrounding Lynchburg.

Section 5307 and Section 5311's eligible expenses and local match requirements are discussed in detail in DRPT's Vanpool Implementation Plan report.

Other Federal Funding

In addition to its own funding, FTA provides a link to a database of additional federal funding options available through the Coordinating Council on Access and Mobility (CCAM). The CCAM Program Inventory identifies 130 additional Federal programs that may provide funding for human services transportation for people with

disabilities, older adults and/or individuals with low income. The CCAM Program Inventory includes detailed program information, types of recipients and eligible transportation activities. This information may be accessed at the FTA website through the following link:

<https://www.transit.dot.gov/regulations-and-guidance/ccam/about/ccam-program-inventory>

Virginia DRPT Funding

DRPT offers State Aid Grant Programs that can support the establishment and operation of vanpool programs in Virginia. Vanpools are eligible for funding under the Technical Assistance program, the TDM Operating Assistance program, and the Transportation Management Project Assistance program. **Figure 2-1** offers a comprehensive view of DRPT programs for which vanpooling is an eligible expense.

Figure 2-1 DRPT State Aid Grant Programs

State Aid Grant Program	Program Description	Eligible Vanpool Expenses	Eligible Recipients	State Aid Grant Program
Technical Assistance	Supports planning or technical assistance to help improve or initiate public transportation related services	Research, feasibility studies and planning	<ul style="list-style-type: none"> Local and State Government Transportation District Commissions Public Service Corporations Planning District Commissions Human Service Agencies Involved in Rural Public Transportation 	Up to 50% of eligible expenses
TDM Operating Assistance	Supports administration of existing Transportation Demand Management/ Commuter Assistance programs	Advertising, marketing and promotion media professional services	<ul style="list-style-type: none"> Local and State Government Transportation District Commissions Public Service Corporations Planning District Commissions Transportation Management Associations 	Up to 80% of eligible expenses
Transportation Management Project Assistance	Supports new, pilot and innovative Transportation Demand Management projects and programs that encourage the reduction of single occupant vehicle travel or provides commute options	Vanpool!VA vanpool formation, assistance and promotional programs (VanSave, VanStart, vanpool “try-it” incentives, monthly stipend for vanpool data) Employer outreach programs	<ul style="list-style-type: none"> Local and State Government Transportation District Commissions Public Service Corporations Planning District Commissions Transportation Management Associations 	Up to 80% of eligible expenses

3. Transit Data Reporting

National Transit Database (NTD)

Overview

The NTD was established to be the nation's single largest source of data about transit systems. The NTD contains the financial, operating, and asset condition of all transit systems and provide public information and statistics. The NTD is designed to support local, state and regional planning efforts and help governments and other decision-makers make multi-year comparisons and perform desired trend analyses in the transit industry. It contains an abundance of industry-valuable information such as agency funding sources, inventories of vehicles and maintenance facilities, safety event reports, measures of transit service provided and consumed, and data on transit employees.

NTD Reporting Requirements

Congress requires all agencies to report to the NTD if they receive or benefit from either the Section 5307 or 5311 programs. In addition, all recipients and subrecipients of Chapter 53 funds that own, operate, or manage public transportation capital assets are required to develop and implement Transit Asset Management (TAM) plans as a federal requirement. Transit providers are required to set performance targets for their capital assets based on the state of good repair measures and report their targets, as well as information related to the condition of their capital assets, to the NTD. The FTA submits annual NTD reports that summarize transit service, asset, and safety data to Congress for review and use. To be eligible to receive continued federal funding from FTA, grantees must report to the NTD and follow all NTD requirements.

Beneficiaries and recipients of Section 5307 and 5311 funds must file an Annual Report through the NTD. The database separates these recipients and beneficiaries into two reporting groups: urban reporters and rural reporters. Agencies that do not receive or benefit from FTA funding may elect to submit data to the NTD as a voluntary reporter.

Urban Reporters: Urban recipients of Section 5307 funding report applicable NTD data using one of the urban reporter types and are required to submit an annual report to the NTD. At times, additional information may be required by the FTA. Although there are several more urban report types than the two shown in **Table 3-1**, these are the two recommended for consideration by the CVPDC.

In this report, several options will be presented that show CVPDC as one of two possible reporting types. The information presented here is meant to serve as foundational information to better acquaint the reader with the types of NTD reporters and which agencies qualify for the individual reporter types. As such, this report only presents two of the five possible types of Urban Reporter types. These two Urban Reporter types coincide with the funding scenarios presented in Scenarios section later in this report.

Figure 3-1 NTD Urban Reporter Types

Reporter Type	Which Agency Qualifies
Full	<ul style="list-style-type: none"> • Receives or benefits from Section 5307 funding • May either operate more or less than 30 vehicles across all modes and types of service.
Separate Service	<ul style="list-style-type: none"> • Receives or benefits from Section 5307 funding • Does not directly operate service • Contracts out transit modes that are reported by another transit agency

Rural Reporters: Section 5311 formula grant recipients (DRPT in the case of Virginia) report on behalf of their subrecipients. In addition to providing individual reports for each subrecipient, DRPT also files a statewide summary report to NTD.

Data Use and Funding Connection

FTA utilizes NTD data to apportion funding to urbanized and rural areas across the nation. FTA apportions funds using the NTD data from two years before the apportionment year (e.g., Fiscal Year (FY) 2020 data are used for the FTA FY 2022 apportionment). Because federal funding apportionments are directly tied to NTD data, it is easy to see that transit ridership increases (i.e. increased vanpools or additional vanpool riders), funding apportionments follow that corresponding increase. FTA grantees that operate in both urban and rural areas may receive or benefit from increases for both the Section 5307 and 5311 funding programs. FTA grantees are required to report data on a number of key metrics including Vehicle Revenue Miles (VRM), Vehicle Revenue Hours (VRH), Passenger Miles Traveled (PMT), Unlinked Passenger Trips (UPT), and Operating Expenses (OE).

4. Vanpool Roles

Implementing a successful turnkey vanpool program requires a partnership between the sponsoring agency and its third-party provider. At the most basic level, the sponsoring agency must provide the following services to administer and oversee the vanpool program:

- **Secure gap funding** – In the first two years of a new vanpool program, FTA funds are not yet available for use. Frequently, the first two years of funding are provided by local or state funds that require an application process.
- **Stipend administration** – Setting and then providing a third-party vanpool provider with a monthly reimbursement payment in exchange for ridership data. This stipend is required to be passed along to vanpools participants to reduce vanpool fares.
- **Distribute additional earned program income (after two years)** – Vanpool programs typically generate more federal funds in excess of those distributed as vanpool stipends. The excess funds may be used to support additional services at the sponsoring agency or may be divided between multiple entities that provide administrative functions and oversight to the program.
- **Third-party provider procurement** – The sponsoring agency must complete a procurement process to select at least one third-party provider for turnkey vanpool services. The procurement does not have to result in a single award and multiple providers that are able to meet minimum requirement may be selected.

- Contract oversight – Once under contract, the sponsoring agency must oversee the third-party vanpool provider. Frequently, this includes ensuring that all contract requirements are being met, monthly reports are completed and accurate, the approved marketing strategy is being implemented as intended, and that existing customers are happy with the program and third-party provider.
- NTD reporting – Although the sponsoring agency may rely on the third-party provider to collecting ridership data from individual vans and report essential data to the NTD database, as the recipient of FTA funding, the sponsoring agency is ultimately responsible to ensure that the data is submitted correctly and that deadlines are met.

Beyond program administration, the sponsoring agency determines its level of involvement in providing additional rider incentives as well as providing additional support to rider recruitment and retention. Often employer and commuter vanpool marketing efforts are coordinated with the local Transportation Demand Management agency or program.

With a turnkey program, sponsoring agencies must use a competitive bid process to select a vendor(s) to provide inclusive vanpool services. The vendor fully supports the operation including the following typical program components:

- Purchase and maintenance of all vehicles;
- Maintaining an appropriate spare ratio;
- 24-hour roadside assistance;
- Background checks for drivers;
- Fare collection;
- Driver training and orientation;
- Insurance coverage for vehicle and individuals;
- Rider recruitment, ridematching and vanpool formation;
- Day-to-day management of vanpools including customer services;
- Data collection for National Transit Database (NTD) reporting;
- Processing payments;
- Fuel card distribution;
- Subsidy disbursement;
- Additional reporting requirements; and,
- Guaranteed Ride Home in the event of an emergency or unscheduled overtime.

The specifics of these program responsibilities vary program to program. A comparison of how a variety of four different agencies have prescribed these requirements in their procurement process is included in Appendix A. The full RFP's have been included in Appendix B.

5. Vanpool Projections and Financial Model

A vanpool program's financial return-on-investment (ROI) derives from the revenues earned by reporting vanpool ridership and trip information to the NTD and program expenses for administration and stipends. Frequently, the FTA funds earned by the program exceed its expenses. To better understand the potential ROI for a vanpool program in the study area, the project team created a Vanpool Projections financial model for future use.

The model is intended to be a calculator that local stakeholders may use to determine how different data inputs impact the program. **Figure 5-1** displays the fields that may be altered.

Figure 5-1: Vanpool Projections Tool Description of Editable Fields

Marketing and Rider Recruitment FTE and Contract Administration FTE	
	<i>Base Salary:</i> Vanpool staff base salary
	<i>Overhead:</i> Overhead and benefits for vanpool outreach staff. Can be entered as a raw number or as a formula.
	<i>Amount of time spent on vanpool program in typical year:</i> Percent of time spent working on the vanpool program.
	<i>Amount of time spent on vanpool program in procurement year:</i> Amount of time spent working on the program, including vendor procurement. This appears in year 3.
	<i>Yearly Salary and Benefits Increase:</i> Cost of living or performance increase for staff.
Marketing Materials	
	<i>Marketing Materials:</i> Annual marketing budget.
	<i>Marketing Materials Yearly Increase:</i> Annual percent of increase anticipated in the marketing budget.
Van Lease Cost in Year 1	
	<i>Van baseline cost:</i> vehicle lease price set by the vendor.
	<i>Annual van lease cost increase:</i> Annual increase in vanpool lease costs. Could be impacted by rising fuel, vehicle, and toll costs.
Stipend Level	
	<i>Lower, Medium, Higher stipend levels:</i> Stipend levels paid by the sponsoring agency to the vendor in exchange for NTD data reports.
Riders per Van	
	<i>Passengers per van:</i> Number of registered passengers per van. Minimum number of riders is 4.
	<i>One-way commute miles:</i> number of one-way miles a van will travel during the commute. Equivalent to a (round-trip)/2.
5307 Reimbursement Rate	
	<i>Cents per VRM:</i> Amount of federal dollars earned per Vehicle Revenue Mile (VRM).
Program Growth	
	<i>Moderate Growth:</i> Projects a conservative growth projection.
	<i>Enhanced Growth:</i> A mid-range growth projection.
	<i>Accelerated Growth:</i> A rapid growth projection, most likely in the event of a large employer(s) partnering with the program.

The Vanpool Projections calculator includes sample forecasts for a potential vanpool program in the CVPDC region. The calculator's assumptions, highlighted in green, include the commute characteristics, 5307 reimbursement rate, lease cost, administrative expenses, and stipend level in **Figure 5-2**.

Figure 5-2: Vanpool Projections Tool Default Projection

Plan Years (labels, can be replaced with fiscal years)						
Chart headers and labels (can be replaced with fiscal years)		Year 1	Year 2	Year 3	Year 4	Year 5
Administrative Costs in Year 1						
Marketing and Rider Recruitment FTE						
Base Salary		\$55,000				
Overhead		\$55,000				
Amount of time spent on vanpool program in typical year		15%				
Yearly Salary and Benefits Increase		5%				
Contract Administration FTE						
Base Salary		\$55,000				
Overhead		\$55,000				
Amount of time spent on vanpool program in typical year		5%				
Amount of time spent on vanpool program in procurement year		15%				
Yearly Salary and Benefits Increase		\$0				
Marketing Materials						
Marketing Materials		\$1,500				
Marketing Materials Yearly Increase		5%				
Van Lease Cost						
Van baseline cost		\$900				
Annual van lease cost increase		2%				
Stipend Level						
Lower		\$300				
Medium		\$350				
Higher		\$400				
Typical Commute Characteristics						
Passengers per van		4				
One-way Commute Miles		25				
5307 Reimbursement Rate						
Cents/VRM		\$0.54				

The default conservative growth rate is show in **Figure 5-3**. The rate predicts growing the program to include up to eight active vanpools in Year 5 of the program.

Figure 5-3: Vanpool Projections Tool Default Moderate Growth Rate

	Program Growth											
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Year 1	0	0	0	0	1	1	1	1	2	2	2	2
Year 2	2	2	3	3	3	3	3	3	4	4	4	4
Year 3	4	4	5	5	5	5	5	5	5	6	6	6
Year 4	6	6	6	6	7	7	7	7	7	7	7	7
Year 5	7	8	8	8	8	8	8	8	8	8	8	8

Using these inputs, **Figure 5-4** shows a net return of \$3,200 earned by the sponsoring agency in Year 1. By Year 5, the program's eight vans have earned an additional \$25,326 in revenue.

Figure 5-4 Vanpool Projections Tool Default Section 5307 Program Income

	Section 5307 Program Income			
	5307 Reimburse ment Rate	Monthly 5307 Funds Earned (one van)	Yearly 5307 Funding Earned (all vans)	5307 Earned in Excess of Stipend (Yearly)
Year 1	\$0.54	\$567	\$6,804	\$3,204
Year 2	\$0.54	\$567	\$21,546	\$10,146
Year 3	\$0.54	\$567	\$34,587	\$16,287
Year 4	\$0.54	\$567	\$45,360	\$21,360
Year 5	\$0.54	\$567	\$53,865	\$25,365

6. Scenarios

Scenario 1: CVPDC Full Reporter

The first potential scenario for bringing a turnkey vanpool program to the Lynchburg area would require CVPDC to first establish themselves a grantee of federal funding with the FTA and then administer a vanpool program. In this scenario, almost all program elements are administered by CVPDC with marketing assistance from Ride Solutions and the selected vendors.

To become eligible to receive FTA funding, CVPDC must first become an FTA grantee. FTA requires government agencies to follow an established process in order to receive federal funding. To initiate the New Grantee Process, all agencies are required to send a letter to FTA regional office outlining their potential use of FTA funding. In this instance, CVPDC would submit this letter to the FTA Region III office in Philadelphia, Pennsylvania.

Each letter must contain the following elements:

1. Identify the types of transit activities FTA funds will be used to complete.
2. Identify the type of FTA funds the CVPDC will seek for these activities (i.e. Section 5307, Section 5311 or others).
3. Cite any planning studies recommending the activities being funded [i.e. feasibility study, transit service analysis, long-range transportation plan, state or metropolitan transportation improvement program (STIP/TIP), or others]
4. Identify a point of contact at the agency to work with FTA through the review process.

All FTA-funded projects must demonstrate a sound planning-level rationale especially in cases where new transit modes are seeking funding. This information should be included in the request letter sent to FTA seeking federal funding and new grantee status. Further, FTA requires recipients to include the planning justification in FTA's electronic grant system, Transit Award Management System (TrAMS) during the grant application process.

Feasibility studies may occur at varying levels of detail as appropriate and proportionate to the complexity of the project or projects in question. All agencies requesting FTA grant funding are evaluated from a legal, technical and financial capacity to ensure the agency has sufficient resources to manage all associated requirements from an FTA perspective. All FTA funding has specific regulations that govern each individual program. During the grant application process, the agency must certify that they will follow and comply with all associated regulations for that respective grant program. To ensure the regulations are followed, FTA performs regular audits for its grantees. There are varying types of audits designed to analyze particular aspects of the transit operations. The most common type of audit is the FTA Triennial Review. As the name suggests, this audit is performed approximately every three years and is one of FTA's management tools for examining grantee performance and adherence to current FTA requirements and policies. Currently, the review examines up to 21 areas. Because of the number and complexity of FTA regulations, audits and financial match requirements, FTA closely determines which agencies are designated as grantees.

Once FTA designates CVPDC as a transit agency and eligible grantee, DRPT will add CVPDC to its federal funding distribution formula. CVPDC may apply for additional DRPT mobility funding to fund vanpool administration costs as well as any vanpool stipend. With this funding secured, CVPDC will be able to begin the procurement process. Ride Solutions and the selected vendors will begin to recruit and create vanpools and the vendor will begin collecting ridership data. The data will be sent to CVPDC and submitted to NTD monthly. Only once the data is reviewed and accepted by CVPDC will the vendor be issued the per van stipend (if any). The increased ridership data submitted to NTD will generate additional Section 5307 funding that will be distributed by DRPT according to their distribution formula. These federal funds will supplant the DRPT mobility funds once secured.

All transit agencies that accept federal funds must meeting the requirements outlined in this report. Under this scenario, CVPDC will be required to report data to NTD, participate in FTA Triennial reviews and any other federally required audits. In addition, CVPDC would be required to develop a Public Transportation Agency Safety Plan (PTASP). The PTASP regulation requires all operators of public transportation systems that are recipients or sub-recipients of FTA grant funds to formulate and complete the Plan. In this scenario one option, the Greater Lynchburg Transit Company (GLTC) does not have a formal role in the program.

Figure 6-1 Scenario 1: CVPDC Full Reporter

Role	Includes	GLTC	CVPDC	DRPT	Vendor
Program Administration	2 Year Gap Funding			X	
	Administer and distribute Federal funding			X	
	Distribute additional earned program income (after 2 years)	N/A			
	Vendor Procurement		X		
	Stipend Administration		X		
	NTD Reporting*		X		X
	Contract Oversight		X		
	Marketing/recruitment		X		X

Scenario 2: CVPDC Separate Service Reporter

The NTD created the Separate Service Reporter type to provide Section 5307 recipients that contracts out transit services to another transit agency to operate the program and provide assistance with NTD reporting. Under this model, the vendor that provides vanpooling services reports ridership information directly to NTD as opposed to the sponsoring agency. Operational Scenario 2 proposes this reporting model should CVPDC decide to sponsor a vanpooling program. Many of the operational and funding pieces remain consistent with Scenario 1, however, the selected vanpool provider(s) will report all required ridership data to NTD. The benefit is a lower administrative burden for CVPDC but must be balanced with the risk of the increased reporting requirement limiting the number of vanpool vendors interested in providing services.

Figure 6-2 Scenario 2: CVPDC Separate Service

Role	Includes	GLTC	CVPDC	DRPT	Vendor
Program Administration	2 Year Gap Funding			X	
	Administer and distribute Federal funding			X	
	Distribute additional earned program income (after 2 years)	N/A			
	Vendor Procurement		X		
	Stipend Administration		X		
	NTD Reporting*				X
	Contract Oversight		X		
	Marketing/recruitment		X		X

Scenario 3: GLTC Full Reporter with CVPDC Assistance

The third proposed operation model would build on GLTC's existing transit administration processes, staffing support from CVPDC, and marketing support from Ride Solutions. As a current Section 5307 recipient and NTD reporter, GLTC would use its existing procurement processes to select vanpool providers and would combine vanpool ridership information on its current NTD reporting. Vanpool program components would be included in any FTA reviews and audits.

As established in a formal agreement, CVPDC would assist with drafting an RFP/RFQ for vanpool services and would oversee day-to-day management of the contract and vendor. All ridership data would be reviewed by CVPDC before GLTC submits to NTD.

DRPT mobility grant funds would still be available to GLTC to fund potential vanpool stipends and to both GLTC and CVPDC to cover administrative costs. Once earned federal funds are available, GLTC may fund a stipend with Section 5307 funds and may use non-federal funds to reimburse CVPDC for their administrative oversight.

Figure 6-3 Scenario 3: GLTC Full Reporter with CVPDC Assistance

Role	Includes	GLTC	CVPDC	DRPT	Vendor
Program Administration	2 Year Gap Funding			X	
	Administer and distribute Federal funding			X	
	Distribute additional earned program income (after 2 years)	X			
	Vendor Procurement	X	X		
	Stipend Administration	X	X		
	NTD Reporting*	X	X		X
	Contract Oversight	X	X		
	Marketing/recruitment		X		X

Scenario 4: DRPT Full Reporter

For Scenario 4, the project team recommends that DRPT consider serving in the sponsoring agency for the Central Virginia region if GLTC and CVPDC are hesitant to do so. This would be DRPT's most significant, and staff-involved, role of the proposed scenarios.

To execute this option, DRPT would use Section 5307 funds to start and administer the program, including funding any vanpool stipends and incentives. DRPT would procure vendors and ensure contract compliance. DRPT would begin including vanpool data with its existing NTD submittals. Marketing and rider recruitment would continue to be led by Ride Solutions in coordination with DRPT and the vanpool vendor(s).

Figure 6-4 Scenario 4: DRPT Full Reporter

Role	Includes	GLTC	CVPDC	DRPT	Vendor
Program Administration	2 Year Gap Funding			X	
	Administer and distribute Federal funding			X	
	Distribute additional earned program income (after 2 years)	N/A			
	Vendor Procurement			X	
	Stipend Administration			X	
	NTD Reporting*			X	X
	Contract Oversight			X	
	Marketing/recruitment		X	X	X

7. Recommendations

At the request of CVPDC, AECOM met with potential sponsoring agencies and vanpool stakeholders, reviewed the potential vanpool market in the region, projected potential vanpool program growth, and evaluated a variety of management and funding scenarios. Weighing everything detailed within this document, the four operating scenarios, Federal funding resources available, challenges of the market, and effort associated with starting up a turnkey program, we recommend that the region's vanpool program be launched and managed by GLTC.

Unlike other potential sponsoring agencies, GLTC is currently providing transit services in the region using FTA funds. The GLTC currently has staff and processes in place to accept federal funding, participate in FTA audits, and submit reports to the NTD.

In exchange for administering the program and as the fund scenarios indicate, by Year 5, GLTC could earn between nearly \$17,000 and \$57,000 annually in additional Section 5307 funding that could help support its existing transit services.

Despite the benefits, there are still challenges implementing this scenario. Limited staff resources and capacity to expand programming within existing funds are known obstacles for GLTC. These drawbacks could be minimized with assistance from CVPDC in drafting an RFP/RFQ for vanpool services and assisting with day-to-day management of the contract and vendor. All ridership data could be reviewed by CVPDC before GLTC submits to NTD. GLTC may also apply for DRPT funding for ramp up funding.

Figure 7-1 Vanpool Scenarios, Administrative Effort, and Recommendation

Scenario	Administrative Effort	Recommendation
Scenario 1 - CVPDC Full Reporter	Large effort to become an NTD reporter and FTA recipient. Required reporting and audits.	Not Recommended
Scenario 2 - CVPDC Separate Service	Large effort to become an NTD reporter and FTA recipient. Required reporting and audits.	Not Recommended
Scenario 3 - GLTC Full Reporter with CVPDC Assistance	Moderate effort for procurement and contract oversight. Low effort for audits and reports.	Recommended
Scenario 4 - DRPT Full Reporter	Moderate effort for procurement and contract oversight. Moderate effort for audits and reports.	Not Recommended

Appendix A: Comparison of Turnkey Vanpool RFPs

Comparison of Turnkey Vanpool RFP Requirements				
Issuing Authority	Shelby County Government	Corpus Christi Regional Transportation Authority (CCRTA)	Berkeley-Charleston-Dorchester Council of Gov’t (BCDCOG)	Vermont Agency of Transportation (VTrans)
Service Area	Shelby County, Tennessee	Corpus Christi Metropolitan Area, Texas	Berkeley, Charleston and Dorchester Counties, South Carolina	State of Vermont
Contract Length	One-year contract with two additional one-year extensions	Three-year contract with two additional one-year extensions	One-year contract with four additional one-year extensions	Two-year contract with two additional one-year extensions
Allow for multiple awards?	Yes	No	No	Yes, maximum two Contractors
Required Experience	<ul style="list-style-type: none">• Minimum of three (3) years of experience performing the work described in the RFP.• Sufficient, competent and skilled staff, with experience in performing the Services described in the RFP.	<ul style="list-style-type: none">• Education, experience, and applicable professional credentials of proposed project staff;• Furnish brief resumes for the proposed Project Manager and other key personnel;	The contractor must have experienced personnel and past performance of work very similar in nature.	<ul style="list-style-type: none">• Request to summarize the company’s previous experience relating specifically to similar services.• Identify key personnel to provide the required tasks including a brief summary of their experience and qualifications.
Request references?	Yes	Yes	No	Yes
Liability and Insurance	<ul style="list-style-type: none">• The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liabilities, losses or damages• Commercial General Liability Insurance \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate.• Business Automobile Liability Insurance - \$1,000,000 each accident for bodily injury and property damage liability.	<ul style="list-style-type: none">• Assume all vehicle responsibilities and liabilities associated with the program; to include appropriate insurance.• Name the CCRTA as an additional insured on all coverages required except for Workers Compensation. Contractor shall require all policies to include a Waiver of Subrogation in favor of the CCRTA on all policies including Workers Compensation. All policies shall include a 30 day written notice of cancellation provided directly to the CCRTA.	The contractor must have the ability to purchase and maintain liability insurance coverage for protection of the company, BCDCOG and their employees against loss or damage to vehicles in the program and from claims which may arise out of or result from the use, operation, or maintenance of the vehicles. Minimum insurance coverage and limits of liability for vanpool services must be included in the proposal.	<ul style="list-style-type: none">• Comprehensive (Broad Form) General Liability insurance, with at least the following limits of liability:<ol style="list-style-type: none">1. Primary bodily injury liability limits \$1,000,000 per occurrence; and2. Primary property damage liability limits of \$1,000,000 per occurrence; or3. Combined single limits of liability for primary body injury and primary property damage of \$1,000,000 per occurrence; and• Comprehensive Automobile Liability insurance, with at least the following limits of liability:<ol style="list-style-type: none">1. Primary bodily injury liability limits \$1,500,000 per occurrence;2. Primary property damage liability limits of \$1,500,000 per occurrence; or3. Combined single limits of liability for primary bodily injury and primary property damage of \$1,500,000 per occurrence;• Statutory minimum requirements apply for uninsured/underinsured motorist coverage.
Vehicles	<ul style="list-style-type: none">• Provide a variety of suitable vehicles that will seat up to a maximum of fifteen (15) passengers.• No vans should be in excess of three (3) model years old, at inception of the agreement between Provider and the vanpool driver.• All vans must meet the requirements of the FHWA Buy America partial waiver to qualify for subsidies.• All vehicles will be in compliance with Federal Motor Vehicle Safety Standards (FMVSS). Providers are responsible for licensing, and registration in accordance with applicable federal, state, and local laws.• The vehicles are to be used primarily for commuter trips. Personal use of the vehicle may be negotiable between the vanpool driver and the Provider.	<ul style="list-style-type: none">• Provide vehicles for commuter work trips. Limited personal use of the vehicle may be negotiable between the vanpool’s Primary Driver and Contractor. No more than 20% of the miles driven can be for a purpose other than commuting.• Reasonably accommodate disabled applicants.• Provide the current year of operations model passenger vans, not to exceed five (5) model years in age or 100,000 miles usage. The Contractor shall replace any vehicle when or before it reaches these limits;• Seat a minimum of seven (7) passengers (including the driver) to a maximum of fifteen (15) passengers;• Be in compliance with all applicable Federal Motor Vehicle Safety Standards (FMVSS). The Contractor is responsible for vehicle inspections, licensing, registration, insurance and equipment.	<ul style="list-style-type: none">• At a minimum, the contractor must demonstrate the ability to plan for the procurement and delivery of vehicles to maintain the existing program; the provision of backup vehicles for emergency and replacement use; the procurement and delivery of vehicles for new vanpools statewide; and a preventative maintenance and inspection program.• The contractor is responsible for supplying all vehicles.• A combination of new or used vehicles may be used; however, all vans must be less than five years old and have less than 125,000 miles. A combination of contractor owned or leased vehicles may be used.	<ul style="list-style-type: none">• Furnish vanpool vehicles of at least three (3) different passenger capacities (between seven (7) -and fifteen (15)-passenger). Vehicles are to be of the current (2016) or upcoming model year, and additional vehicles acquired for the program are to be of the current or upcoming model year at the time of acquisition. Should the Consultant(s) purchase existing vehicles from the current operator, these vehicles may stay in service until they are no more than three (3) years old.• Vehicles are to be air conditioned, have privacy/tinted glass and be equipped with a radio. The “Go Vermont” logo and phone number or website must be prominently displayed on the outside of the van (back and sides).• The Contractor(s) must also conform to all applicable ADA requirements.

Maintenance	<ul style="list-style-type: none">• Employ a scheduled maintenance and unscheduled repair program to ensure continued reliability and performance of the vehicles used in the Program.• Provide all vanpool shuttle services including, but not limited to, shuttles for maintenance, vehicle switch outs, delivery to new drivers, and pick up of vans when a vanpool group has disbanded.• Develop a set of procedures for incidental expenses or emergency repairs incurred by vanpool drivers.	<ul style="list-style-type: none">• Employ a scheduled maintenance and unscheduled repair program to ensure continued reliability and performance of the vehicles used in the program;• Provide emergency and towing assistance at all times the vanpool service would be in operation. This should include repair of flat tires, gas delivery, battery jumps and lock-out services.	The vehicles must be maintained in accordance with federal and state safety laws as well as the manufacturer’s scheduled maintenance plan. The selected contractors may perform work at its own facility or subcontract with a maintenance provider. Qualifications of the contractors’ maintenance staff or of subcontractor must be included in the proposal.	The Contractor(s) must establish and maintain a preventive vehicle maintenance and inspection program with written instructions for vanpool drivers concerning their responsibilities.
Vehicle delivery	Provide comprehensive vehicle delivery and pick-up services within the established boundary area for all start-up, replacement and terminated vans.	<ul style="list-style-type: none">• The Contractor shall agree to deliver each van within a maximum of fourteen (14) calendar days after the Contractor registers a qualified group.	<ul style="list-style-type: none">• The selected contractor must provide an accessible vehicle within 30 days upon request from a rider.	The Contractor(s) must be able to furnish a vanpool group with the vehicle within 30 days of the vanpool’s formation.
Fares / Subsidies		<ul style="list-style-type: none">• Contractors must reduce the amount of each subsidized vanpool’s monthly usage fee, as shown in the vanpool service Contractor’s vanpool pricing structure, by an amount at least equal to the amount of the CCRTA’s subsidy for that vanpool.• Contractors are required to advance the amount of the subsidy to participants by billing and collecting only the subsidy-reduced amount of the monthly Use Fee from vanpool participants.• Contractor may bill the CCRTA for a month’s subsidy immediately upon crediting a vanpool group’s account for the month’s subsidy.	<ul style="list-style-type: none">• The contractor shall have a system of collecting passenger fares for all vanpools in service. The fare structure may allow the price per user (or van) to increase with the increase of one-way mileage of the daily commute, changes in the number of riders, and the size of the van.• The fare structure and fare collection system should accommodate, upon majority vote of the riders in a vanpool, a provision for permitting the equivalent of one volunteer vanpool driver per vanpool to ride free of charge.• Monthly fares may not exceed the amounts established in the contract unless specifically authorized• Vanpool users should pay directly (i.e., not via the contractor) the costs of fuel and washing vans.	<ul style="list-style-type: none">• The Contractor(s) must establish and follow guidelines for the calculation and collection of fare from program participants.• The Contractor(s) shall make all efforts to collect fares owed.• The Contractor(s) shall establish a policy on collection of uncollectable fees and termination of the vanpool when the account is in arrears.
Driver selection and training	<ul style="list-style-type: none">• Establish vanpool driver selection, training, and orientation procedures.	<ul style="list-style-type: none">• Prepare and enter into with the primary driver of each vanpool a user agreement setting forth all costs and conditions relating to the use of the vehicle by vanpool participants.	<ul style="list-style-type: none">• Contractor shall establish and enforce driver eligibility requirements including but not limited to the following:<ul style="list-style-type: none">• Driver has a valid driver’s license• Driver is 25 years of age or older• Driver has a minimum of five years current and uninterrupted licensed driving experience• Driver does not have more than one moving violation or at-fault accident in the past 12 months	<ul style="list-style-type: none">• Background checks of drivers and back-up drivers, with particular attention paid to driving history, are required.• All drivers are to be provided an orientation to familiarize them with their vehicles, their responsibilities, vehicle maintenance schedule and requirements, safety requirements, emergency procedures, vanpool administration, and other pertinent information.• Defensive driving courses shall be required for drivers and alternates before the vanpool begins and at least once every two (2) years thereafter.
Marketing	Develop, assist and coordinate with the Memphis Area Rideshare staff with marketing the Program with promotional materials provided by the Memphis Area Rideshare Program.	<ul style="list-style-type: none">• Coordinate with CCRTA to conduct outreach and encourage the formation of new vanpools and increase the participation in existing vanpools.• Availability of a toll-free number or website for use by vanpool participants and potential participants in administrative matters.	<ul style="list-style-type: none">• Through the marketing program, the selected contractor shall aggressively assist the users in soliciting replacement riders when an existing van falls below the minimum number of riders including drivers.• Marketing Program activities may include:<ul style="list-style-type: none">• New rider recruitment• Existing rider retention	<ul style="list-style-type: none">• The Contractor(s) will be responsible for actively promoting the Vanpool Program to commuters, employers and other organizations.<ul style="list-style-type: none">• The Contractor(s) shall establish and maintain a website• All materials developed for “Go Vermont” under this contract are owned by VTrans• VTrans must approve all marketing materials prior to use.• Backup vehicle(s) must be made available when requested and the Contractor(s) must have available a demonstration vehicle(s) for examination by potential participants.• Produce flyers regarding the Vanpool Program and distribute to the general public and the transit providers in the State of Vermont.
Guaranteed Ride Home	No	Yes	Yes	No
Ridematching	Provide a web based rider matching data system for vanpools and capable of sharing data with TDOT and working with TDOT on future statewide data systems.	<ul style="list-style-type: none">• Provide regional ridematching services to identify commuters who may form vanpools and fill empty vanpool seats.• Actively participate in coordination and marketing activities.	The selected contractor shall maintain a database of potential riders that can be added to existing vanpools as capacity becomes available.	

Co-branding	<ul style="list-style-type: none">• All marketing and promotional materials paid by CMAQ funds must be approved in advance by Memphis Area Rideshare staff and must include the branding and program information of the Memphis Area Rideshare program.• Agree to affix on all vans in the Program decals displaying the Memphis Area Rideshare logo, the program’s website, and an identifying number in addition to the vendor’s logo.• Accommodate and manage special requests from Memphis Rideshare to apply employer and/or sponsor logos on vans.	<ul style="list-style-type: none">• Decals are required on each van. Contractor shall be responsible for producing, installation, and removal of the decals at no cost to CCRTA. CCRTA will provide the decal artwork in electronic format, but the cost associated with producing and installing the decals is the responsibility of the Contractor.• Affix decals containing text and graphics on both sides and on the rear of each van participating in the Program; all decals and contact information must remain current.	BCDCOG will retain the first right of refusal to develop and print promotional material, such as folders and brochures, and to procure promotional items for the program. The project coordinator will coordinate these efforts to the mutual satisfaction of BCDCOG and the contractor. The contractor must coordinate with BCDCOG project manager to promote and coordinate vanpooling or other transportation alternatives.	VTrans has branded the name “Go Vermont” and the Contractor is expected to continue to utilize this name and logo in its vanpool operation. This logo is to be prominently displayed on the back and sides of all vanpool vehicles.
Reporting	<ul style="list-style-type: none">• Provider will give example of how reporting to National Transit Database (NTD) will be handled.• Maintain a current database on all vans including the following:<ol style="list-style-type: none">1. Daily round-trip mileage;2. Vehicle identification number3. Beginning odometer for new vanpools4. Ending odometer for terminated vanpools;5. Start date of new vanpools;6. End date of terminated vanpools;7. Current driver’s name, address and phone number;8. Work hours of vanpool participants;9. Current passengers;10. Vanpool identification number;11. Number of riders for each van;• This report must be provided monthly• Notify Memphis Area Rideshare immediately, in writing, when a new vanpool has been formed, when a vanpool has terminated, and when a driver or vehicle change has been made to an existing vanpool.	<ul style="list-style-type: none">• Submit timely and accurate data, reports, and submittals required by the Scope of Work and other such additional information as requested by the CCRTA and necessary for the compilation of NTD reports.• Submit monthly invoice, notices, and associated reports that include:<ul style="list-style-type: none">• Vanpool Information<ul style="list-style-type: none">• Van Unit Number• Name of Employer, Company, or Business Van is serving• Size of Passenger Van (7, 10, 15 Passenger Van)• Primary driver’s name• Monthly use fee• Monthly mileage• Amount of subsidy applied• Ability to maintain a current database on all vans, drivers, and passengers, to include:<ul style="list-style-type: none">• Current passenger vans in operation• Current passenger van drivers and passengers• Contact information for all passengers and drivers• Origination and destination locations for each passenger van• Number of riders for each passenger van• Number of empty seats for each passenger van• Number of commute days per month• Daily ridership• Daily hours• Daily round trip miles• Incident Declarations• Mechanical System Failure Declarations• The Contractor shall agree to provide the CCRTA’s Project Manager with a group manifest that includes an initial list of names and work phone numbers for the passengers in the group, driver(s), and employer; the destination of the van; the size, year model, and style of the van and monthly cost.	<ul style="list-style-type: none">• The contractor shall have a system of distributing and collecting quarterly vanpool reports for all vans managed. The contractor will make available to BCDCOG and BCDCOG, upon request, copies of quarterly vanpool reports. The contractor shall provide a summary of the distribution and collection procedures and provide a copy of the proposed policy, contract clause, or plan that will successfully result in user compliance with this provision.• The contractor will provide an operating/marketing report to BCDCOG within 40 days of the end of the quarterly operating period that will include, but is not limited to, detailed budget information; changes in the vehicle fleet mix over the previous reporting period; a listing of existing vanpools with vacancies; summary of communication; customer retention activities; efforts to address low capacity issues; and summary of marketing efforts.• The contractor will prepare and submit to BCDCOG a written final summary report at the end of each fiscal year that summarizes the results of the Lowcountry Go Vanpool services with respect to the success of the promotional activities in increasing the use of Lowcountry Go Commuter Vanpools. Program growth and/or decline as compared to the previous fiscal year will be noted in the report.• The contractor will be responsible for collecting and analyzing all required data to report to the National Transit Database (NTD) annually. The contractor will have procedures in place that requires the driver or a designated rider in each vanpool to report unusual incidents such as accident, theft, driver/passenger complaint, or injury within specified time frames indicated and for the contractor to report to BCDCOG within specified time frames.	<ul style="list-style-type: none">• The Contractor(s) shall establish a system for reporting of miles to the National Transit Database and provide VTrans with a preliminary report on expected revenue and miles reported by July 1 each year, and a final report on September 30 each year.• To help VTrans evaluate the effectiveness of the program, the Contractor(s) shall submit monthly progress reports detailing number of vanpools in operation, the names of drivers and passengers, expenditures and describing the Contractor’s effort, including but not limited to program participation rates achieved, number of single occupant vehicles taken off the road, and anticipated marketing efforts in forthcoming months.• Evaluate, prepare and send a written report of the results of each formed vanpool meeting held in Vermont to the Contract Manager within two (2) weeks after the session has been completed.• The Contractor(s) shall submit a roster for each training/information session with the title, date provided, instructor name, the participant names, company represented, signatures/initials of each and whether the participants signed vanpool agreements. The Contractor(s) shall e-mail rosters to the Contract Manager at 802-828-5577 within twenty-four (24) hours of the session completion.
DBE Goal	No	0%	Requires awardee to include a possible percentage in their proposal. A goal is not set.	No
Other	<ul style="list-style-type: none">• Providers shall address these items in their budget:<ul style="list-style-type: none">• Vehicle provision• Vehicle delivery to vanpoolers• Registration and licensing• Title fees• Insurance• Day to day operations of vanpools• Provide the proposed administrative costs of the program.	-	For a vanpool to be eligible for capital costs it must have a minimum number of riders as shown below. If ridership for a van drops below this level for more than 60 consecutive days within this one-year contract period, monthly capital costs will not be eligible. The selected contractor shall have a process to identify a van that drops below this level and ensure the van operates no more than 60 consecutive days within this one-year contract period below this level.	The Contractor(s) shall monitor the operation of each vanpool, gauge the satisfaction of program participants, and attempt to address problems or complaints.

Appendix B: Sample Vanpool RFPs



Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, Suite 900
Memphis, TN 38103

Issued: February 8, 2016

Due: March 1, 2016 no later than 4:00 P.M. (Central Standard Time)

RFP #16-001-40

MEMPHIS AREA RIDESHARE – VANPOOL PROGRAM

(Shelby County Health Department)

Shelby County Government is soliciting written proposals, on a competitive basis from interested and qualified companies or professionals to provide a van pool program for the Shelby County Health Department's Air Quality Improvement Branch ("AQIB"). Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

The proposal, as submitted, should include all estimated costs related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of Purchasing **no later than 4:00 p.m. on March 1, 2016.** Proposals should be addressed to:

Carla Hayes, Buyer
Shelby County Government
Purchasing Department
160 N. Main St., Suite 900
Memphis, TN 38103

The package containing an original copy (clearly identified as original) one (1) digital copy on a jump drive and five (5) copies of your proposal must be sealed and marked with the Proposer's name and **"CONFIDENTIAL, Memphis Area Rideshare-Vanpool Services, RFP #16-001-40"** noted on the outside.

Sincerely,

Carla Hayes, Buyer
Shelby County Government
Purchasing Department

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- XI. PROPOSAL SUBMISSION**
- XII. PROPOSAL EVALUATION AND SELECTION**

Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

Please download all of the additional information and attachments that accompany this RFP.

I. INTRODUCTION

Shelby County Government (the “County”), on behalf of the Shelby County Health Department’s AQIB, is seeking proposals from interested and qualified companies or professionals to provide van pool program services (the “Services”) for its registered rideshare program. This Request for Proposal (“RFP”) is being released to invite interested and qualified companies or professionals to prepare and submit proposals in accordance with instructions provided where the successful candidate(s) will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms proposer and provider are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENTS

All proposers must:

1. Have a minimum of three (3) years experience performing the work described in the RFP.
2. Have sufficient, competent and skilled staff, with experience in performing the Services described in the RFP.
3. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
4. **Apply** and **qualify** for a vendor number through the Purchasing Department and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration Office ***prior to submitting your response (MANDATORY, see the details outlined below).***
5. Attest that you adhere to all Title VI requirements and provide proof/documentation if necessary.
6. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).
7. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act” (effective date of 01/01/12). ***Proof and documentation of employment eligibility must be included with the proposal, if applicable.***

Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an “Equal Opportunity Compliance (EOC)” certification number.

You can access the online applications to receive the numbers indicated above at www.shelbycountyn.gov. To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. *(Applications for a vendor number are accepted online only.)*

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and **mail or fax** the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the applications, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Carla Hayes
Shelby County Government
160 N. Main St., 9th Floor, Suite 900
Memphis, TN 38103
(901) 222-2250**

Respondents requesting additional information or clarification are to contact Carla Hayes in writing at Carla.hayes@shelbycountyttn.gov or at the address listed above. Questions should reference the sections of the RFP to which the questions pertain and all contact information for the person submitting the questions. *IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be February 22, 2016 by 12:00 p.m. (CST).* These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County’s website at www.shelbycountyttn.gov within forty-eight (48) hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION DEADLINE

All proposals must be received at the address listed above no later than **March 1, 2016**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	February 8, 2016
Questions Due Date	February 22, 2016
Proposal Due Date	March 1, 2016
Notification of Award	TBD
Services to Commence	July 1, 2016

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies.

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications.

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission.

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs.

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

E. Final Authority.

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

F. Proposal Validity.

Proposals submitted hereunder will be firm for ninety (90) calendar days from the due date unless otherwise qualified.

G. Locally Owned Small Business LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as

separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;

d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent (50%) subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

VII. GENERAL REQUIREMENTS AND INFORMATION

1. Background

Memphis Area Rideshare Program's Vanpool Program is seeking qualified transportation service providers wishing to participate in this grant-funded program. The purpose of the Rideshare Program is to reduce the vehicle miles traveled, thereby reducing emissions that pollute the air in

the Memphis Metropolitan Planning Area. The goal of the Program is to reduce traffic congestion, improve air quality, and provide a cost-effective travel alternative for commuters.

2. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified Proposer selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical.

3. Project Time Frame

The initial contract term will begin July 1, 2016 or immediately upon execution of the contract through June 30, 2017, with the option to renew for Two (2) additional one year periods beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties.

D. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County, FHWA, and the state may at any reasonable time, at its expense, make an audit of the Provider's books relative to the Accounts.

E. Selection Criteria

Each response will be evaluated on the criteria outline in Section XII of this document. Each bidder should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.

F. Additional Information and References

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be

submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County, as determined by the selection committee and the County Mayor.

The award will be made to the proposer whose proposal is determined to be best in terms of professional and technical completeness. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

The proposers whose proposals do not meet the mandatory minimum requirements will be considered noncompliant. After evaluation of the proposals and selection of the successful proposer, all proposers will be notified in writing of the selected firm.

IX. PURPOSE / SCOPE OF WORK

The purpose of this RFP is to select the best-qualified proposer (hereinafter referred to as “Provider”) and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

Services Required

Providers will be required to perform the following Services:

- a. Provide an array of billing options (budget) regarding the level of subsidy for vans rented under the Rideshare Program where the payment percentages are split between the SCHD’s AQIB’s Rideshare Program and the van users. This should include protocols for handling billing and collection of the rental fees. Provider must also be responsible for tracking van routes for the 3 year limit on vanpool subsidies provided by SCHD’s MAR program. AQIB’s MAR program will follow FHWA CMAQ guidelines that define eligible vanpool operating costs as empty seat subsidy, maintenance, insurance, administration and other related expenses.
- b. Provide a variety of suitable vehicles that will seat up to a maximum of fifteen (15) passengers. No vans should be in excess of three (3) model years old, at inception of the agreement between Provider and the vanpool driver. All vans must meet the requirements of the FHWA Buy America partial waiver to qualify for subsidies. See

- FHWA guidelines at <https://www.transportation.gov/highlights/buyamerica>. All vehicles will be in compliance with Federal Motor Vehicle Safety Standards (FMVSS). Providers are responsible for licensing, and registration in accordance with applicable federal, state, and local laws. The vehicles are to be used primarily for commuter trips. Personal use of the vehicle may be negotiable between the vanpool driver and the Provider.
- c. Employ a scheduled maintenance and unscheduled repair program to ensure continued reliability and performance of the vehicles used in the Program.
 - d. Provide Memphis Area Rideshare with a schedule of estimated life of vans that will be rented under the Rideshare Vanpool Program (which will include selling vendors fleet and van replacement).
 - e. Notify Memphis Area Rideshare immediately, in writing, when a new vanpool has been formed, when a vanpool has terminated, and when a driver or vehicle change has been made to an existing vanpool. Ability to maintain a current database on all vans including the following:
 1. Daily round-trip mileage;
 2. Vehicle identification number
 3. Beginning odometer for new vanpools
 4. Ending odometer for terminated vanpools;
 5. Start date of new vanpools;
 6. End date of terminated vanpools;
 7. Current driver's name, address and phone number;
 8. Work hours of vanpool participants;
 9. Current passengers;
 10. Vanpool identification number;
 11. Number of riders for each van;
 - This report must be provided to Memphis Area Rideshare on a monthly basis.
 - f. Memphis Area Rideshare does not wish to own, maintain, license or insure vanpool vehicles. Providers shall provide a budget that covers administrative costs for operating the program and describe their capabilities to own, operate and support the van fleet for the Memphis Area Rideshare program. Provide examples of how tracking of the vanpools will be handled regarding the 3 year subsidy. Providers shall specifically address in their budget showing how administration and costs of the items below will be handled:
 - Vehicle provision
 - Vehicle delivery to vanpoolers
 - Registration and licensing
 - Title fees

- Insurance
 - Day to day operations of vanpools
- g. Provide comprehensive vehicle delivery and pick-up services within the established boundary area for all start-up, replacement and terminated vans.
 - h. Provide all vanpool shuttle services including, but not limited to, shuttles for maintenance, vehicle switch outs, delivery to new drivers, and pick up of vans when a vanpool group has disbanded.
 - i. Establish vanpool driver selection, training, and orientation procedures.
 - j. Develop a set of procedures for incidental expenses or emergency repairs incurred by vanpool drivers.
 - k. Develop, assist and coordinate with the Memphis Area Rideshare staff with marketing the Program with promotional materials provided by the Memphis Area Rideshare Program. All marketing and promotional materials paid by CMAQ funds must be approved in advance by Memphis Area Rideshare staff and must include the branding and program information of the Memphis Area Rideshare program.
 - l. Agree to affix on all vans in the Program decals displaying the Memphis Area Rideshare logo, the program's website, and an identifying number in addition to the vendor's logo.
 - m. Accommodate and manage special requests from Memphis Rideshare to apply employer and/or sponsor logos on vans. Providers should specifically address how the costs of this would be covered.
 - n. Provide a web based rider matching data system for vanpools and capable of sharing data with TDOT and working with TDOT on future statewide data systems.

Budget

Provide the proposed administrative costs of the program.

- a. Monthly administrative cost.
- b. Cost of operating the vans.
- c. Provider will give example of how reporting to National Transit Database (NTD) will be handled.

X. CONTRACT REQUIREMENTS

The successful Provider will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The Provider will supervise all work under this Contract. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Provider who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Provider, or any of the Provider's employees or agents, are the agents, representatives, or employees of the County. The Provider shall be an independent Provider over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Provider shall follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by the Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Provider's letterhead.

1. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) The Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to,

governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

- (ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for the Provider's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by the Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to the Provider for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest and shall not acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers. (a) The Provider shall not engage, on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Provider for a period of one (1) year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Provider's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Provider and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider shall, at all times, observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall

include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements and the Americans with Disabilities Act (ADA) requirements.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a)

such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal periods during the term hereof, then this Contract will be terminated. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorizations, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.

19. Incorporation Of Other Documents. (a) The Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals as well as, the response of the Provider thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation of Whereas Clause. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Provider, the Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the County by the Provider due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) The Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Provider warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

B. Indemnification and Insurance Requirements

1. Responsibilities For Claims And Liabilities. (a) The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liabilities, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with, or in breach of, this Contract or in the performance of the duties hereunder, whether performed by the Provider, its sub-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-contractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 900, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-contractors regarding any matter resulting from or relating to Provider's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements.

The Provider shall purchase and maintain, in a company or companies authorized to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Provider or sub-provider's operations under the Contract, whether such operations are performed by itself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Provider or subcontractor may be liable.

- a. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. . The Provider will maintain throughout the life of this Contract, in the following minimum requirements:

- 1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Personal Injury and Advertising Liability
 - 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for bodily injury and property damage liability. Shelby County Government, its elected officials, appointees and employees will be named as additional insureds. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-Owned Autos
 - c) Hired Autos
 - d) or on Any Auto
 - 3) *Workers Compensation and Employers' Liability Insurance* – Workers' compensation statutory limits as required by Tennessee statutes. This policy should include Employers' Liability coverage for \$500,000 each accident; \$500,000 – Disease – each employee; and Disease - \$500,000 policy limit. Provider waives its right of subrogation against Shelby County for any and all workers' compensation claims. Policy will include waiver of subrogation endorsement in favor of Shelby County Government.
- b. All policies will provide for 30 days written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice applicable to non-payment of premium. If insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider/Consultant will provide immediate notice to Shelby County and evidence of replacement coverage with no lapse.
 - c. All insurance policies maintained by the Provider shall provide that insurance as applying to Shelby County shall be primary and non-contributory irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

- d. Provider shall provide County with a Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal certificates on each anniversary date. The certificate holder is to read:

Shelby County Government
Purchasing Department
160 N. Main, Suite 900
Memphis, TN 38103

- e. If the Provider maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the Provider any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY as additional insureds.
- f. Any insurance company of the Provider shall be authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X".

C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

A. General

- 1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 4:00 pm (CST) on March 1, 2016, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 900, Memphis, TN 38103.**
5. The proposer agrees to provide the County with any additional information it deems necessary to accurately determine their ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify the organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. One (1) original proposal (clearly identified as original) one (1) digital copy on a jump drive and five (5) copies of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the proposer's name and **"CONFIDENTIAL, Memphis Area Rideshare – Vanpool Program RFP #16-001-40"** with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, and corrections may be typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals. A responsible

officer or employee must sign the proposal. Tennessee sales tax shall not be included in the Provider's proposal.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment to this document.** The Proposal Response Sheet (*required document*) should be the first page of your written response.

- 1. Cover Page** – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.
- 2. Utilization Report** (Separate Attachment Form)
- 3. Comprehensive Response**
(This portion of the proposal must address each item listed below.)
 - a. Name of business and its Federal Employer's Identification Number (FEIN#).
 - b. Location of business office and any other location in Shelby County used to operate the business of providing transportation services.
 - c. Name, title, address and telephone number of the person to contact concerning the proposal.
 - d. Hours of operation.
 - e. Number of vehicles available for use.
 - f. Outline of how respondent can meet or exceed the minimum requirements
 - g. Detail of how the respondent is qualified to provide services required
 - h. A detailed description of the approach for accomplishing the services (include a time schedule for complete of each element)
- 4. Cost and Fees**
 - a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a

break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).

- b. Explain any assumptions or constraints in a price proposal to perform the services.
- c. Provide a cost estimate of the total direct and indirect costs to complete all tasks identified in the scope of work. A detailed cost breakdown shall be provided for each type of vehicle identifying:
 - 1. The monthly service charge
 - 2. The monthly fuel cost estimate
 - 3. The total capitalized cost
 - 4. The estimated residual value after 48 months in services
 - 5. The monthly depreciation; and
 - 6. Depreciation as a percentage of the total capitalization cost

5. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the proposer to show the proposer's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the proposer included in the proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the proposer, including the proposer's background and mission statement, the length of time the proposer has been in business, a description of the proposer's organizational structure and a description of the proposer's customer make-up;
- b. A statement of how long the proposer has provided services similar to the Services requested herein;
- c. A general description of the proposer's experience and background in providing services similar to the Services requested herein;
- d. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.
- e. Resume of each employee engaged in the services, including the roles of each and an overview of their previous experience with similar projects.

6. References

References of the proposer, including at least three (3) other clients for whom the proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

7. Additional Information

- a. A description of any other resources available to the proposer that will be useful in providing the Services.
- b. A description of the methods used by the proposer to measure the satisfaction of its clients.
- c. Any other relevant information about the capabilities of the proposer deemed to be material.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review – Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the proposers. After the review process is completed, the committee will recommend the successful proposer to the Division Director, Finance and Administration, who makes the decision, subject to the approval of the contract by the Mayor and the Board of County Commissioners.

All proposals submitted in response to this RFP will be evaluated based on the following criteria:

- a. Qualifications and experience of specific personnel assigned to this project;
 - b. Quality and responsiveness of the proposal and the ability to present a clear understanding of the nature and scope of the project;
 - c. Project methodology;
 - d. Previous experience in performing similar Services;
 - e. References;
 - f. Proposed cost to Shelby County Government;
 - g. Time frame for completion.
3. Oral Presentation - Shelby County Government reserves the right to interview, or require an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of the contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing or his designee. Interviews and oral presentations are strictly an option of Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the vendor's EOC status in all evaluations.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as

determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.



**REQUEST FOR PROPOSALS
For
VANPOOL SERVICES**

RFP NO.: 2018-S-18

Date Issued: December 19, 2018

Proposals will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA", at 602 N. Staples, Corpus Christi, Texas 78401 until 3:00 p.m. (CST) February 15, 2019 for Vanpool Services. This is three (3) year service contract with two (2) one-year option. Services are expected to begin April 1, 2019. Proposals will be valid for one hundred twenty (120) calendar days from the proposal due date.

PROPOSERS are encouraged to attend a pre-proposal conference scheduled for 3:00 p.m. (CST), Wednesday, January 9, 2019 in the CCRTA Board Room on the second floor of the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions PROPOSERS may have concerning this procurement.

If you are unable to attend the pre-proposal conference but would like to remotely participate via GoToMeeting, please send a request for login information to procurement@ccrta.org.

Requests for Information/Approved Equals will be due by 3:00 PM, Friday, January 25, 2019, with a response by Friday, February 1, 2019.

Copies of this Request for Proposals (RFP) and information may be obtained from the CCRTA website at www.ccrta.org/news-opportunities/business-with-us/. Further information may be obtained from Annie Hinojosa, Director of Procurement, or Sherrié Clay, Procurement Administrator at (361) 289-2712.

The CCRTA has a Disadvantaged Business Enterprise (DBE) program; however, the CCRTA has determined that ZERO PERCENT (0%) DBE participation is required for this contract. The CCRTA encourages the Prime Contractor to offer contracting opportunities to the fullest extent possible through outreach and recruitment activities to small, minority and disadvantaged businesses. For additional information, please contact Christina Perez, DBE Liaison Officer, at (361) 289-2712.

For the purposes of this procurement, the following proposal documents are applicable:

- Request for Proposals,
- Instructions to Proposers,

- Special Instructions,
- Scope of Work,
- Sample Contractor Monthly Summary Sheet (Attachment 1),
- Samples Participant Monthly Reporting Coversheet (Attachment 2),
- Standard Service Terms and Conditions,
- Proposed Fee Schedule (Appendix A),
- Certification Form (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interests Certification (Appendix D),
- Accessibility Policy (Appendix E),
- References (Appendix F),
- Request for Information/Exceptions/Approved Equals Requests (Appendix G), and
- Proposal Submission Checklist (Appendix H).

The following documents must be signed and returned with your proposal in order for it to be considered responsive:

- Response to RFP - **One (1) original, five (5) hard copies, and one (1) electronic version in PDF format supplied on a USB Flash Drive,**
- Proposed Fee Schedule (Appendix A) – **One (1) signed hard copy sealed separately in an envelope,**
- Certification Form (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interests Certification (Appendix D),
- Accessibility Policy (Appendix E), and
- References (Appendix F).

INSTRUCTIONS TO PROPOSERS

1. GENERAL.

The following instructions by the CCRTA are intended to afford proposers an equal opportunity to participate in the CCRTA's contracts.

2. EXPLANATIONS.

Any explanation desired by a proposer regarding the meaning or interpretation of these Instructions or any other proposal documents must be requested in writing to the CCRTA with sufficient time allowed for a reply to reach proposers before the submission of their proposals. Oral explanations or instructions will not be binding. Any information given to a prospective proposer concerning a Request for Proposals will be furnished to all prospective proposers as an amendment to the request if such information is necessary to proposers in submitting proposals on the request or if the lack of such information would be prejudicial to uninformed proposers.

3. SPECIFICATIONS.

- 3.1 Proposers are expected to examine the specifications, standard provisions, and all instructions. Failure to do so will be at the proposer's risk. Proposals that are submitted on other than authorized forms or with different terms or provisions may not be considered as responsive proposals.
- 3.2 The apparent silence of the specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.

4. INFORMATION REQUIRED.

- 4.1. Each proposer shall furnish the information required by the Request for Proposals. The proposer shall sign the Proposed Fee Schedule and the proposal, which collectively shall constitute the proposer's offer. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the CCRTA.
- 4.2. All prices shall be entered on the Proposed Fee Schedule in ink or be typewritten. Totals shall be entered in the "Total Price" column of the Proposed Fee Schedule, and in case of discrepancy between the unit price and the extended total price, the unit price will be presumed to be correct.

- 4.3. Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in the Request for Proposals will be considered. The cover letter must bear the signature of a person duly authorized to legally commit for the proposer. All costs of proposal preparation will be borne by the proposer.
- 4.4. The CCRTA does not have to pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.
- 4.5. Information submitted in response to this RFP will not be released by the CCRTA during the proposal evaluation process or prior to contract award. Proposers are advised that the CCRTA may be required to release proposal information, other than trade secrets, after contract award.

5. **SUBMISSION OF PROPOSALS.**

- 5.1. Sealed Proposals should be submitted in an envelope marked on the outside with the proposer's name and address and proposal description addressed to:

**Corpus Christi Regional Transportation Authority
Staples Street Center
ATTN: Procurement Department
602 N. Staples Street
Corpus Christi, Texas 78401
Proposal For: RFP No. 2018-S-18 Vanpool Services
Proposal Due Date: Friday, February 15, 2019 by 3:00 PM**

If hand delivery is preferred, please deliver to the CCRTA receptionist located on the third floor at the above location to be time and date stamped.

- 5.2. **The Proposed Fee Schedule must be signed and submitted in a separately sealed envelope.** Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published proposal date and time shown on the Request for Proposals. Proposals received after the published time and date cannot be considered. Any proposals which are mislabeled or do not indicate the proposer's name or address as required above may be opened by the CCRTA solely for the purpose of identifying the proposer for return of the proposal.
- 5.3. **Schedule**
Proposals shall be governed by the following schedule:
 - **December 19, 2018 - RFP Issued**
Proposal documents are available at the CCRTA Website: www.ccrt.org/news-opportunities/business-with-us/.

- **January 9, 2019 - Pre-Proposal Conference** at 3:00 pm (CST) at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. If you are unable to attend the pre-proposal conference but would like to remotely participate via GoToMeeting, please send a request for login information to procurement@ccrta.org.
- **January 25, 2019 - Request for Information Due**
Written Requests for Information (Appendix H) are due by 3:00 PM (CST). Please submit one form for each Request for Information/Approved Equals. Request for Information/Approved Equals must be emailed to procurement@ccrta.org, hand-delivered, or received via mail at the CCRTA's Staples Street Center, Attn: Procurement Department, at 602 N. Staples Street, Corpus Christi, Texas 78401.
- **February 1, 2019 – CCRTA's Response to Request for Information Due**
Responses will be posted as an addendum to the CCRTA's website at www.ccrta.org/news-opportunities/business-with-us/.
- **February 15, 2019 - Proposals Due**
Written proposals are due no later than 3:00 PM (CST). All proposals must be received at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 prior to deadline.
- **Best and Final Offer – TBD**
CCRTA will evaluate each proposal for completeness and responsiveness to its needs and may request Best and Final Offers from any or all proposing firms.
- **Tentative Contract Award – March 14, 2019**
CCRTA Board of Directors will meet to award a contract to the successful Proposer.

6. MODIFICATION OR WITHDRAWAL OF PROPOSALS.

Proposals may be modified or withdrawn by written or email notice received by the CCRTA prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a proposer or an authorized representative prior to the proposal deadline; provided the proposer's identity is made known and he or she signs a receipt for the proposal.

7. OPENING PROPOSALS.

All proposals shall be opened by the CCRTA as soon after the proposal deadline as is reasonably practicable. Information submitted in response to the Request for Proposals shall not be released by the CCRTA during the proposal evaluation process or prior to Contract award. Proposers are advised that the CCRTA may be required to release proposal information, other than trade secrets, after Contract award.

8. EVALUATION FACTORS.

- 8.1. The CCRTA will award contracts based upon the criteria set forth in the Request for Proposals. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by the CCRTA shall be based upon the actual quantities supplied.
- 8.2. Pre-award inspection of the proposer's facility may be made prior to the award of the Contract. Proposals will be considered only from firms that are regularly engaged and licensed in the business of providing the goods and/or services described in the Request for Proposals for a reasonable period of time; and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The terms "equipment" and "organization" as used herein shall be construed to mean a fully-equipped and well-established company in line with the best business practices in the industry as determined by the CCRTA. In making the award, the CCRTA may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a proposer, including past performance (experience) with the CCRTA and other similar customers. A record of nonperformance or poor performance may disqualify a proposer from award.

9. ELIGIBILITY FOR AWARD.

- 9.1. In order for a proposer to be eligible for award of the Contract, the proposal must be responsive to the Request for Proposals; and the CCRTA must be able to determine that the proposer is responsible to perform the Contract satisfactorily.
- 9.2. Responsive proposals are those complying with all material aspects of the Request for Proposals. Proposals which do not comply with all the terms and conditions of the Request for Proposals will be rejected as non-responsive.
- 9.3. Responsible proposers at a minimum must:
 - 9.3.1 Have adequate financial resources or the ability to obtain such resources as required during the performance of the Contract;
 - 9.3.2 Have a satisfactory record of past performance;
 - 9.3.3. Have necessary management and technical capability to perform;
 - 9.3.4. Be qualified as an established firm regularly engaged in the type of business to perform the Contract required by this Request for Proposals;

9.3.5 Be otherwise qualified and eligible to receive an award under applicable federal, state, county, or municipal laws and regulations; and

9.3.6 Certify that it is not on the U.S. Comptroller General's list of ineligible contractors – signing and submitting the proposal is so certifying. (NOTE: This requirement is only applicable to federally-funded contracts.)

9.4. A proposer may be requested to submit written evidence verifying that it meets the minimum criteria necessary to be determined a responsible proposer. Refusal to provide requested information shall result in the proposer being declared not responsible, and the proposal shall be rejected.

10. RESERVATION OF RIGHTS.

The CCRTA expressly reserves the right to:

10.1. Reject or cancel any or all proposals;

10.2. Waive any defect, irregularity or informality in any proposal or proposal procedure;

10.3. Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is improved or not impaired;

10.4. Extend the proposal due date;

10.5. Reissue a Request for Proposals;

10.6. Procure any item or services by other means;

10.7. The CCRTA reserves the right to retain all proposals submitted. The selection or rejection of a proposal does not affect this right; and

10.8. The CCRTA reserves the right to negotiate a Contract with the proposer having the best evaluation as determined by the CCRTA. No award will be made automatically based upon the lowest price or based solely on the proposal submitted. The CCRTA additionally reserved the right to suspend negotiations with the first proposer should it not progress in a manner satisfactory to the CCRTA and commence negotiations with the next best rated proposer.

11. ACCEPTANCE.

Acceptance of a proposer's offer in some instances will be in the form of purchase orders issued by the CCRTA. Otherwise, acceptance of a proposer's offer will be by acceptance letters issued by the CCRTA. Subsequent purchase orders and release orders may be issued

as appropriate. Unless the proposer specifies otherwise in the proposal, the CCRTA may award the contract for any item or group of items shown on the Request for Proposals.

12. PROTESTS.

In the event that a proposer desires to protest any procedure, the proposer should present such protest, in writing, to the CCRTA Chief Executive Officer within five (5) business days following board approval of an award. The protest shall state the name and address of the protestor, refer to the project number and description of the Request for Proposals, and contain a statement of the grounds for protest and any supporting documentation. For federally-assisted contracts, certain additional protest procedures apply and may be found in the Supplemental Conditions contained within the Request for Proposals.

13. EQUAL OPPORTUNITY.

Proposers are expected to comply with the Affirmative Action Programs of the CCRTA with respect to its provisions concerning contractors.

14. SINGLE PROPOSAL.

- 14.1. In the event a single proposal is received, the CCRTA will, at its option, either conduct a price and/or cost analysis of the proposal and make the award by negotiation or reject the proposal and revise the Request for Proposals. A price analysis is the process of examining the proposal and evaluating a prospective price without evaluating the separate cost elements. Price analysis shall be performed by comparison of the price quotations, with published price lists, or other established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.
- 14.2. Where it is impossible to obtain a valid price analysis, it may be necessary for the CCRTA to conduct a cost analysis of the proposal price. Cost analysis is the review and evaluation of a proposer's cost or pricing data and of the factors applied in projecting from such data the estimated costs of performing the contract, assuming reasonable economy and efficiency.
- 14.3. The price and/or cost analysis shall be made by personnel of the CCRTA's selection. The CCRTA's discretion exercised as to its options in this regard shall be final.

SPECIAL INSTRUCTIONS

1.0 GENERAL INFORMATION

The Corpus Christi Regional Transportation Authority, hereinafter referred to as the “CCRTA”, is seeking proposals from interested and qualified companies or firms with experience in providing vanpool services for commuter vanpool programs. The CCRTA’s intent is to contract the entire program as a turn-key service to an independent Contractor. The selected Contractor will provide all vehicles, maintenance, insurance, marketing, ride-matching services, staff and cover other related expenses necessary to operate a vanpool program. The CCRTA will subsidize qualified vanpools, paying the subsidy to the Contractor on a monthly basis. The Contractor will in turn reduce the monthly Use Fee to vanpool participants by an amount at least equal to the subsidy. Use Fee means all costs that are normally billed to a vanpool customer for use of a van excluding any charges for fuel, car washes, tolls, and parking.

The term of the contract is three (3) year base contract with two (2) additional one-year options. The leasing rates (Use fee) will remain the same if CCRTA extends the contract for the additional two (2) one-year option terms.

Qualified/Interested firms which have relevant “hands on” experience are invited to complete and submit proposals.

2.0 PROPOSAL REQUIREMENTS

Proposers, which have relevant experience, are invited to complete and submit proposals. To enhance comparability, proposal elements must be addressed in the informational sequence noted below:

- Cover Letter,
- Project Management and Services,
- Qualifications of Firm,
- Qualifications of Professional Personnel,
- Experience,
- Errors and Omissions Coverage,
- Certification Forms (Appendix B through H),
- Proposal Submission Checklist (Appendix I), and
- Proposed Fee Schedule (Appendix A) **(submitted in a separately sealed envelope).**

Firms shall submit (1) original and five (5) hard copies of their proposal, which must be concise and straightforward, and one (1) electronic version in PDF format supplied on a USB Flash Drive.

All proposals must be submitted before the deadline in the solicitation and addressed with the information as noted in the “Instructions to Proposers” Section 5. The proposal contents shall include the following:

2.1 Proposal Contents and Format

The contents of the proposal shall include the following:

2.1.1 Cover Letter

A cover letter shall summarize key points in the proposal, include appropriate introductory and contact information with the name of the firm’s principle liaison, and bear the signature of a person duly authorized to legally commit the firm.

2.1.2 Project Management and Services

This section shall include the firm's technical approach and description of all services provided. Firms shall also address a detailed management plan with defined line of authority.

2.1.3 Qualifications of Firm

Provide a concise narrative description of the firm including: firm's history, size, qualifications, professional composition, staff experience, past and current assignments related to this RFP, and subcontractors and/or joint ventures with description of services to be provided by each.

2.1.4 Qualifications of Professional Staff

Identify and provide resumes of those staff persons including project manager who will be handling this contract. Include the number of professional personnel by skill and qualifications. Provide an organizational chart, which includes key staff members and their respective responsibilities for this project. Also identify which of the proposed employees (for use in this project) have worked on similar assignments for other clients. Indicate the capacity in which each employee served on previous engagements. Include resumes for all professional and technical staff members who will work on this project.

Proposer must provide:

- Education, experience, and applicable professional credentials of

proposed project staff;

- Furnish brief resumes(not more than two (2) pages each) for the proposed Project Manager and other key personnel;
- Include a project organization chart which clearly delineates communication/reporting relationships among the project staff

2.1.5 Experience

List and describe recent experiences in similar projects within the State of Texas, preferably for Texas transit agencies.

2.1.6 Errors and Omissions Coverage

The Proposer shall maintain professional liability insurance that covers the services in connection with any contract resulting from this RFP, in the minimum amount of one million dollars (\$1,000,000) per occurrence and two millions dollars (\$2,000,000) aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this contract. The Proposer shall provide certificates of insurance to the CCRTA as evidence of the insurance coverage required.

2.1.7 Price Schedule (Appendix A)

Proposed Fee Schedule (Appendix A) **(submitted in a separately sealed envelope).**

2.1.8 Certification Forms (Appendix B through F)

3.0 PROPOSAL SUBMISSION REQUIREMENTS

3.1 Submission requirements

3.1.1 Proposal Availability

RFP copies may be obtained online at www.ccrt.org/news-opportunities/business-with-us/.

3.1.2 Proposal Submission

Proposals may be hand delivered or mailed to:

Corpus Christi Regional Transportation Authority

Staples Street Center
3rd Floor
Attn: Procurement Department
602 N. Staples Street
Corpus Christi, Texas 78401

If hand delivery is preferred, please deliver to the CCRTA receptionist located on the third floor at the above location to be time and date stamped.

Proposers shall submit one (1) original and five (5) hard copies of their proposal, which must be concise and straightforward, and one (1) electronic version in PDF format supplied on a USB Flash Drive.

Proposers shall submit one (1) Proposed Fee Schedule (Sealed Separately).

3.1.3 Late Submittal

Proposals received after the proposal due date will be deemed non-responsive and will be returned unopened.

4.2 Proposal Qualification

4.2.1 Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in this RFP will be considered.

4.2.2 The cover letter must bear the signature of a person duly authorized to legally commit for the PROPOSER.

4.2.3 Proposal Preparation

All costs of proposal preparation will be borne by the PROPOSER.

4.2.4 Proposal Withdrawal

Proposals may be withdrawn either personally or by written request prior to the closing time for receipt of proposals. Thereafter, all proposals shall remain valid for a period of one hundred twenty (120) calendar days.

4.3 Release of Information

The CCRTA shall not release information submitted in response to this RFP during the proposal evaluation process or prior to contract award. PROPOSERS are advised that the CCRTA may be required to release proposal information, other than trade secrets, after contract award.

5.0 EVALUATION AND AWARD

5.1 Evaluation Criteria

The CCRTA will review all proposals for completeness. Those proposals found incomplete or failing to address the needs of the CCRTA as stated herein will not be evaluated. Firms are urged to initially submit their best offer. An award (if any) will be made to that Firm whose proposal is deemed most advantageous to, and in the best interest of, the CCRTA and the general public. Evaluation factors with their weights are as follows:

5.1.1 Qualifications of Firm and Staff (25 Points)

Technical experience in performing work of a closely similar nature. Experience working with public agencies. Strength and stability of the firm. Assessment by client references.

- Ability to provide turn-key vanpool services in the Corpus Christi Metropolitan area,
- Strength and stability of the firm,
- Client References – record of producing a quality service on similar projects on time and within budget.

5.1.2 Technical Experience (30 Points)

Qualifications of project staff, particularly key personnel and especially the Project Manager. Key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section. Logic of project organization. Adequacy of labor commitment. Concurrence in the restrictions on changes in key personnel.

- Experience with administration or participation in programs similar in nature,
- Experience providing services and carrying out tasks detailed in the Scope of Work,
- Knowledge of and experience with Federal Transit Administration (FTA) requirements regarding Capital Cost of Contracting, and National Transit Data (NTD) Reporting.

5.1.3 Work Plan (30 Points)

Depth of the Proposer's understanding of the CCRTA's requirements and overall quality of work plan. Logic, clarity and specificity of work plan.

- Understanding of vanpooling concepts and objectives demonstrated in the RFP,
- Understanding of project requirements and work tasks,
- Approach and proposed methodology to project scope,
- Logic, clarity, and specificity of work plan,
- Ability to provide required reporting metrics,
- Logic of project organization and adequacy of labor commitment,
- Core areas for consideration – innovative approaches, internal measures for timely completion of milestones, ability to provide vehicles and turn-key services required, maintenance and repair program, 24 hour on-call for emergency services, and Emergency Ride Home program.

5.1.4 Cost and Price (15 Points)

Reasonableness of the total price and competitiveness of this amount with other offers received. Adequacy of data in support of figures quoted. Reasonableness of price.

- Detailed pricing structure for firm's vehicles/services,
- Completeness and reasonableness of the average lease cost and pricing structure for services,
- Competitiveness of this amount with similar services available through other contractors,
- Adequacy of data in support of price submitted.

6.2 Evaluation Procedures

An Evaluation Committee comprised of the CCRTA's staff, will evaluate all proposals, received as specific, in accordance with the above criteria. The evaluators in applying the major criteria to the proposals may consider additional sub-criteria beyond those listed. Furthermore, as a result of RFP changes and/or necessary proposal clarifications, a request for final revised pricing may be issued after the proposals are submitted, but before contract award. During the evaluation period, the CCRTA reserves the right to interview some or all the proposing firms and the right to conduct site inspections of some or all of the Proposer's facilities.

6.2.1 Award

The CCRTA will evaluate the proposals received and will submit the proposal considered to be the most competitive to the CCRTA's Board of Directors, for consideration and selection. The CCRTA may also negotiate contract terms with the

selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposer's simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the CCRTA.

The CCRTA reserves the right to award its total requirements to one Proposer or to apportion those requirements among several Proposer's as the CCRTA may deem to be in its best interest.

6.2.2 Notification and Award and Debriefing

Proposer's who submit a proposal in response to this RFP shall be notified in writing regarding the firm who was awarded the contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Proposer's who were not awarded the contract may obtain a prompt explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Proposer's, who wish to be debriefed, must request the debriefing in writing and the CCRTA must receive it within three (3) days of notification of the contract award.

SCOPE OF WORK

1.0 Introduction

The Corpus Christi Regional Transportation Authority (CCRTA) vanpool program is a resource for businesses and community groups to access ridesharing services through the CCRTA and is a cost-effective public transit option. Commuters travel together in high capacity vehicles between their homes or a designated location to a common work destination. The goal of the vanpool program is to reduce traffic congestion, improve air quality, and provide a cost-effective travel alternative for commuters.

The CCRTA is seeking proposals from interested and qualified companies or firms with experience in providing vanpool services for commuter vanpool programs. The CCRTA's intent is to contract the entire program as a turn-key service to an independent Contractor. The selected Contractor will provide all vehicles, maintenance, insurance, marketing, ride-matching services, staff and cover other related expenses necessary to operate a vanpool program. The CCRTA will subsidize qualified vanpools, paying the subsidy to the Contractor on a monthly basis. The Contractor will in turn reduce the monthly Use Fee to vanpool participants by an amount at least equal to the subsidy. Use Fee means all costs that are normally billed to a vanpool customer for use of a van excluding any charges for fuel, car washes, tolls, and parking.

It is anticipated that the vanpool program will function as follows. The term of the contract is three (3) year base contract with two (2) additional one-year options. The rates will remain the same if the CCRTA extends the contract for the additional two (2) one-year option terms.

2.0 Background

The Corpus Christi Regional Transportation Authority (CCRTA) began operations in January 1986 and has since provided public transportation services to citizens and visitors of the Coastal Bend, including the cities of Agua Dulce, Banquete, Bishop, Corpus Christi, Driscoll, Gregory, Port Aransas, Robstown and City of San Patricio. The CCRTA is a self-governed public transportation agency operating 37 Fixed Route and Demand Response taxi services, serving approximately 1,300 bus stops within a service area of 841 square miles. The CCRTA provides transportation services to rural communities with flexible demand response service, offers a subsidized vanpool program serving the needs of those in the Corpus Christi Metropolitan Area, and provides B-Line demand response paratransit service for qualified individuals. The CCRTA is supported by a one-half cent sales tax.

3.0 Scope of Work

To be eligible to receive subsidy, vanpool contractors must meet the following specifications:

- 3.1 Provide turn-key vanpool services to commuters, including all program use agreements, vehicles, vehicle maintenance and storage, facilities, materials and supplies, insurance, customer service, customer billing and collection, and related administrative functions.
- 3.2 Require that vanpools participating in the Commuter Vanpool Program be open as public transportation for any commuter to join.
- 3.3 Receive and evaluate vanpool program application forms and participation agreements, accept or reject each application, authorize enrollment for approved applications, manage participation agreements with participating vanpools, and compile and manage a vanpool database.
- 3.4 Coordinate with CCRTA to conduct outreach and encourage the formation of new vanpools and increase the participation in existing vanpools.
- 3.5 Provide regional ride-matching services to identify commuters who may form vanpools and to identify participants to fill empty vanpool seats.
- 3.6 Actively participate in coordination and marketing activities, per CCRTA request.
- 3.7 Decals are required on each van. Contractor shall be responsible for producing, installation, and removal of the decals at no cost to CCRTA. CCRTA will provide the decal artwork in electronic format, but the cost associated with producing and installing the decals is the responsibility of the Contractor.
- 3.8 Affix decals containing text and graphics on both sides and on the rear of each van participating in the Program; all decals and contact information must remain current.
- 3.9 Availability of a toll-free number or website for use by vanpool participants and potential participants in administrative matters.
- 3.10 Comply with all applicable state and federal laws and regulations, including driver and vehicle certification, licenses, and vehicle registration.
- 3.11 Assume all vehicle responsibilities and liabilities associated with the program; to include appropriate insurance.

- 3.12 Submit timely and accurate data, reports, and submittals required by the Scope of Work and other such additional information as requested by the CCRTA and necessary for the compilation of NTD reports. **Ridership data is to be submitted monthly in Excel format by 15th calendar day of every month.**
- 3.13 Reduce the amount of each subsidized vanpool's monthly usage fee, as shown in the vanpool service Contractor's vanpool pricing structure, by an amount at least equal to the amount of the CCRTA's subsidy for that vanpool. In addition, Contractors are required to advance the amount of the subsidy to participants by billing and collecting only the subsidy-reduced amount of the monthly Use Fee from vanpool participants. The Contractor may bill the CCRTA for a month's subsidy immediately upon crediting a vanpool group's account for the month's subsidy.
- 3.14 Prepare and enter into with the primary driver of each vanpool a user agreement setting forth all costs and conditions relating to the use of the vehicle by vanpool participants.
- 3.15 Provide vehicles for commuter work trips. Limited personal use of the vehicle may be negotiable between the vanpool's Primary Driver and Contractor. No more than 20% of the miles driven on a vehicle can be for a purpose other than commuting to and from work.
- 3.16 Reasonably accommodate individual applicants and disabled applicants. This includes complying with provisions of the Americans with Disabilities Act (ADA).
- 3.17 Require that the vanpool be open for any commuter to join. Contractor must reasonably accommodate individual applicants (i.e., applicants who are not employees at a vanpool's destination workplace). This includes placing, at the CCRTA's request, individual vanpool applicants who have origins and destinations proximate to an existing vanpool's in any vacancy in that vanpool.
- 3.18 Name the CCRTA as an additional insured on all coverages required except for Workers Compensation. Contractor shall require all policies to include a Waiver of Subrogation in favor of the CCRTA on all policies including Workers Compensation. All policies shall include a 30 day written notice of cancellation provided directly to the CCRTA.
- 3.19 Provide Monthly Invoices and Associated Reports:
Submit monthly invoice, notices, and associated reports as set forth below (see Attachment 1 Sample). Contractor shall submit invoices no later than the 8th day of each month for the previous month's services. All monthly reports will be submitted to the CCRTA by e-mail. All invoices must include:

3.19.1

Vanpool

- Van Unit Number
- Name of Employer, Company, or Business Van is serving
- Size of Passenger Van (7, 10, 15 Passenger Van)
- Primary driver's name
- Monthly use fee
- Monthly mileage
- Amount of subsidy applied

3.19.2

Data Collection and Monthly Report

Ability to maintain a current database on all vans, drivers, and passengers, to include:

- Current passenger vans in operation
- Current passenger van drivers and passengers
- Contact information for all passengers and drivers
- Origination and destination locations for each passenger van
- Number of riders for each passenger van
- Number of empty seats for each passenger van
- Number of commute days per month
- Daily ridership
- Daily hours
- Daily round trip miles

3.19.3

Incident Declarations

Declaration must be made within 48 hours of any major or non-major vehicle incident occurring during the month. Classifications are defined as follows:

- **Major:** Any incident resulting in a fatality or property damage in excess of \$25,000 and/or requiring immediate medical attention away from the scene for two or more persons. Also, as noted below, Major Accidents and Incidents must be reported immediately to the CCRTA.
- **Non-Major:** Any incident that results in less than \$25,000 in property damage and/or results in any injury that requires medical attention away from the scene of the incident.

3.19.4

Mechanical System Failure Declarations

Declaration must be made of any major mechanical system failures occurring during the month. Classifications are defined as follows:

- **Major:** These are failures of a mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns.
- **Non-Major:** These are failures of some other mechanical element of

the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. Examples of other vehicle failures include breakdowns of heating, ventilation and air conditioning (HVAC) systems and other problems not included as a major mechanical systems failure.

3.19.5 **Monthly Reporting**

If no major or non-major incidents occurred during the month, reports shall be submitted, stating that no incidents occurred during the reporting period. Each Report shall include following:

- The printed name and signature of authorized Contractor representative responsible for declarations,
- Details regarding new vans established during the month, terminated vanpools and vanpool vehicles retired/replaced,
- Brief narrative of any outreach, rider recruitment or marketing efforts.

•

3.20 **Required Notification**

Notify the CCRTA of any major incident, by e-mail and follow-up with a phone call as soon as the Contractor and/or Contractor's project management staff becomes aware of it. Contractor shall also provide all such reasonable information regarding any major incident as may be requested by the CCRTA. Such notification shall not be delayed until routine monthly reports are submitted.

3.21 **National Transit Database Reporting**

Provide reports consistent with the definitions used for National Transit Database (NTD) reporting and provided in the Federal Transit Administration (FTA) publication Uniform System of Accounts. This publication can be obtained at the NTD web site www.transit.dot.gov. The following reports will be collected annually by February 1st, covering the preceding January 1st through December 31st fiscal year:

- Contractor's Employees and Work Hours,
- Contractor's Operating Expenses (including administrative cost, maintenance cost, operating cost, fuel purchase),
- Sources of Funds,
- Contractor's Depreciation, Interest, Lease, and Rental Expenses,
- Contractor's Vehicle Inventory,
- Contractor's Vehicle System Failure Report.

3.22 **Access to Records**

Provide the CCRTA, Federal Transit Administration, and the National Transit Database ("the Parties") such access to Contractor's accounting books, records, payroll documents and facilities of the Contractor which are directly pertinent to the Agreement for vanpool services for the purposes of examining, auditing, and inspecting all

accounting books, records, work data, documents, and activities related thereto. Contractor shall maintain such books, records, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during Contractor's performance under the Agreement and for a period of five (5) years from the date of final payment by CCRTA. The Parties' right to audit books and records directly related to the Agreement shall also extend to any first-tier subcontractors identified in the Agreement. Contractor shall permit the Parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

3.23 Federal Certifications and Assurance

Abide by, and certify compliance with, those of the annual Certifications and Assurances of the Federal Transit Administration that are applicable to the Contractor's performance of its obligations under this Agreement.

4.0 Vehicle Requirements

In addition, all vehicles must meet the following requirements:

- 4.1 The Contractor shall provide the current year of operations model passenger vans, not to exceed five (5) model years in age or 100,000 miles usage. The Contractor shall replace any vehicle when or before it reaches these limits;
- 4.2 Seat a minimum of seven (7) passengers (including the driver) to a maximum of fifteen (15) passengers;
- 4.3 Be in compliance with all applicable Federal Motor Vehicle Safety Standards (FMVSS). The Contractor is responsible for vehicle inspections, licensing, registration, insurance and equipment in accordance with applicable federal, state, and local laws;
- 4.4 Employ a scheduled maintenance and unscheduled repair program to ensure continued reliability and performance of the vehicles used in the program;
- 4.5 The Contractor shall agree to deliver each van within a maximum of fourteen (14) calendar days after the Contractor registers a qualified group. The Contractor shall agree to provide the CCRTA's Project Manager with a group manifest that includes an initial list of names and work phone numbers for the passengers in the group, driver(s), and employer; the destination of the van; the size, year model, and style of the van and monthly cost.

5.0 Emergency Assistance and Guaranteed Ride Home Program.

- 5.1 Provide emergency and towing assistance at all times the vanpool service would be in operation. This should include repair of flat tires, gas delivery, battery jumps and lock-out services.

- 5.2 Provide a Guaranteed Ride Home Program. Indicate how the program will operate including but not limited to, number of taxi/rides home per year, conditions for use, how much is covered per ride, registration process and the cost to the participant and or employer.

6.0 Individual Participants

Individual participants enrolled in a vanpool program must agree to the following:

- 6.1 All vanpool participants must register in the program;
- 6.2 Vanpools in the Program must have an origin and/or destination in the CCRTA service area and/or Urbanized Area (UZA);
- 6.3 Each vanpool must complete, execute and submit in accordance with written instructions, application forms and participation agreements to Contractor in the program for new groups joining the program (new passengers joining vanpools already active in the program will submit participant agreements directly to Contractor in the program);
- 6.4 Full compliance with the Commuter Vanpool Program guidelines and the terms and conditions set forth therein; failure to comply may result in delay or non-payment of the subsidy and/or termination of the Program enrollment; and
- 6.5 Submission of complete and accurate monthly reports containing information required for completion of NTD reporting including daily number of passengers, trip times, trip distances, and expenses to Contractor in the program within 5 calendar days of the end of each month; failure to comply may result in delay or non-payment of the subsidy and/or termination of Program enrollment. (See Attachment 2 Sample).

7.0 CCRTA Vanpool Program Subsidy

In return for full compliance with the above terms, the CCRTA will agree to:

Provide a full month subsidy for each vanpool that is approved by the Contractor enrolled in the Program, and complies with the provisions of the Vanpool Participation Agreement and Vanpool Program Guidelines.

- 7.1 The CCRTA Subsidy amounts will be paid according to the following:

One-Way Miles	7-8 Passenger Van	9-10 Passenger Van	11-15 Passenger Van
5-14	\$225	\$275	\$325
15-24	\$250	\$300	\$350
25-34	\$275	\$325	\$375
35-44	\$300	\$350	\$400
45+	\$350	\$400	\$450

- 7.2 The Contractor understands that the CCRTA is providing the subsidies above with funds provided to the CCRTA by Federal Transit Administration, and that in the event such funds become unavailable to the CCRTA, the CCRTA will not provide those subsidies.
- 7.3 The CCRTA reserves the right to withhold or deny payment of the subsidies above in the event that the Contractor fails to meet one or more of its obligations as required herein:
- 7.3.1 Submit complete and accurate data, reports, and submittals required by the Scope of Work and other such additional information as reasonably requested by the CCRTA,
 - 7.3.2 Provide ride-matching services to commuters who may form vanpools and participants interested in joining a new or existing vanpool,
 - 7.3.3 Actively participate in outreach coordination and marketing activities; Provide outreach resources to employers,
 - 7.3.4 Provide Emergency Ride Home services to vanpool participants, as per the terms of the Emergency Ride Home program terms.

Attachment 1

Sample Contractor Monthly Summary Sheet

I. ATTACHMENT 1: SAMPLE CONTRACTOR MONTHLY SUMMARY SHEET

CCRTA/Commuter Resources Vanpool Program

Vanpool Contractor Monthly Submittal

Employer/Worksite:	
Month Reported:	
Year Reported:	
Date Submitted:	
Total Vanpools in Operation (including new):	
New Vanpools in Operation:	
Terminated Vanpools:	

Van Unit Number & Size	Primary Driver's Name	Monthly Use Fee	Monthly Mileage	Amount of Subsidy Applied	Major Vehicle Incident (yes/no)	Non-Major Vehicle Incident (yes/no)

Attach additional sheets as necessary

Vehicle update, including replacement and retirement:

--

Rider recruitment and marketing efforts:

--

Attachment 2

Sample Participant Monthly Reporting Coversheet

ATTACHMENT 1: SAMPLE CONTRACTOR MONTHLY SUMMARY SHEET**CCRTA/Commuter Resources Vanpool Program****Vanpool Contractor Monthly Submittal**

Employer/Worksite:	
Month Reported:	
Year Reported:	
Date Submitted:	
Total Vanpools in Operation (Including new):	
New Vanpools in Operation:	
Terminated Vanpools:	

Van Unit Number & Size	Primary Driver's Name	Monthly Use Fee	Monthly Mileage	Amount of Subsidy Applied	Major Vehicle Incident (yes/no)	Non-Major Vehicle Incident (yes/no)

Attach additional sheets as necessary

Vehicle update, including replacement and retirement:

--

Rider recruitment and marketing efforts:

--

STANDARD SERVICE TERMS AND CONDITIONS

1. SERVICE STANDARDS

Contractor shall perform all work set forth in the specifications in a “first class” manner, consistent with all applicable regulations and industry standards. All work shall be performed to the reasonable satisfaction of the CCRTA, and any defective or substandard performance shall be promptly remedied.

2. INVOICES AND PAYMENTS

Contractor shall submit separate invoices, in duplicate, specified in the contract documents to Corpus Christi RTA – Staples Street Center, Attn: Accounts Payable, 602 N. Staples Street, Corpus Christi, Texas 78401. Invoices shall indicate the contract number and shall be itemized in accordance with the different components of work set forth in the Price Schedule. Payment shall not be due until thirty (30) days after the date the above instruments are submitted or the work is actually performed, whichever is later. In the event payment has not been made by the due date, Contractor shall submit a reminder invoice marked “overdue.” The CCRTA reserves the right to review all of Contractor’s invoices after payment and recover any overcharges resulting from such review.

3. TOOLS, EQUIPMENT AND SUPPLIES

Contractor shall provide such tools, equipment, supplies, materials, employees, management, and any other items or services as may be necessary in order to enable Contractor to provide the services required under the terms of this Contract.

4. ESTIMATED QUANTITIES

The estimated quantities for services, supplies or work to be performed noted in the Price Schedule are approximate. These quantities are to be used only for the comparison of proposal and the award of this Contract and are based on past and projected usage. Contractor agrees and understands that the actual quantities to be utilized are within the sole and absolute discretion of the CCRTA. Should the actual quantities be greater or lesser than the estimates contained in the Price Schedule, Contractor agrees that, regardless of the amount of such variance, it shall not be the basis for deviating from the quoted unit prices. Further, Contractor agrees to honor quoted unit prices for the duration of this Contract.

5. INDEMNIFICATION

Contractor shall indemnify and hold harmless the CCRTA, its officers, employees, agents, attorneys, representatives, successors and assigns from any and all claims, demands, costs, expenses (including attorney’s fees and expert witness fees), liabilities and losses of whatsoever kind or character arising out of or in connection with any act or omission of Contractor or its officers, employees or agents, during the term of this Contract. Contractor

shall assume on behalf of the CCRTA and the indemnified parties described above, and conduct with due diligence and in good faith, the defense of any and all such claims, whether or not the CCRTA is joined therein, even if such claims be groundless, false or fraudulent.

6. INDEPENDENT CONTRACTOR

At all times during the term of this Contract, Contractor shall be an independent contractor to the CCRTA, and Contractor shall not in any event be deemed an employee or other representative of the CCRTA. Any persons employed by Contractor shall at all times hereunder be deemed to be the employees of Contractor, and Contractor shall be solely liable for the payment of all wages and other benefits made available to such employees in connection with their employ. Contractor shall remain solely responsible for the supervision and performance of any such employees in completing its obligations under this Contract. Contractor warrants that any such employees shall be fully covered by workers' compensation insurance and that each of such employees has been carefully screened as to character and fitness for the performance of his or her job.

7. ASSIGNMENT

Contractor shall not assign or subcontract any of its rights, duties or obligations under this Contract without prior written consent of the CCRTA. Contractor shall be entitled to assign, pledge or encumber its right to receive payments under this Contract pursuant to security interests created in conformity with the Uniform Commercial Code so long as the CCRTA shall never be obligated to negotiate with any such third party in respect to compliance with the terms and conditions of this Contract. Any such assignment, pledge or encumbrance shall be limited by any rights of offset by the CCRTA for damages or claims arising under this Contract or any other obligation owed by Contractor to the CCRTA.

8. AMENDMENTS

No amendments, modifications or other changes to this Contract shall be valid or effective absent the written agreement of both parties hereto.

9. TERMINATION

The CCRTA shall have the right to terminate for default all or any part of its Contract if Contractor breaches any of the terms hereof or if Contractor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the CCRTA may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. The CCRTA additionally has the right to terminate this Contract without cause by delivery to Contractor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

10. ADVERTISING

Contractor shall not advertise or publish, without the CCRTA's prior consent, the fact that it has entered into this Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local authorities.

13. GRATUITIES

No gratuities in the form of entertainment, gifts, or otherwise, shall be offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the CCRTA with a view toward securing a contract or securing favorable treatment with respect to a contract.

14. EQUAL OPPORTUNITY

Contractor agrees that during the performance of this Contract it will:

14.1. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age or handicap.

14.2. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or requests.

Contractor shall be advised of any complaints filed with the CCRTA alleging that Contractor is not an equal opportunity employer. The CCRTA reserves the right to consider such complaints in determining whether or not to terminate any portion of this Contract for which the services have not yet been performed; however, Contractor is specifically advised that no equal opportunity employment complaint will be the basis for denial of payment for any services already completed.

15. ENFORCEABILITY

This Contract shall be interpreted, construed, and governed by the laws of the United States and the State of Texas and shall be enforceable in any state court of competent jurisdiction in Nueces County, Texas. Contractor shall comply with all applicable laws and regulations in performing under this contract.

16. NOTICES

Notices shall be given to the parties by delivering or mailing such notice to the addresses set forth in the Contract documents, or at such other addresses as the parties may designate to each other in writing.

17. INTERPRETATION

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of

prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting party has knowledge of the performance and opportunity for objection.

18. LIQUIDATED DAMAGES

For this RFP, liquidated damages have been included under the Scope of Work of this solicitation. Said damages are not imposed as a penalty but as an estimate of the damages that the CCRTA will sustain from delays or poorly performed work. These damages by their nature are not capable of precise proof. The CCRTA may withhold the amount of liquidated damages from monies otherwise due the CONTRACTOR.

CERTIFICATION FORMS

Please fill out and sign the following forms and return with your signed proposal.

Do NOT Alter Any Forms.

Doing so will deem your proposal as non-responsive.

Please fill out and sign the following forms and return with your signed proposal.

Reminders:

- Acknowledge any addendums issued on the bottom of (Appendix D) Certification and Statement of Qualifications form.
- Include your firm's DUNS number on the bottom of (Appendix D) Certification and Statement of Qualifications form. Be sure that your firm is registered with the System of Award Management "SAM" and visit SAM.gov to ensure that your firm's status is active with no exclusions before submitting your proposal.

PRICE SCHEDULE (APPENDIX A)

Proposers must provide fees for both the Three Year Base and for the Two (2) One-Year Option.

APPENDIX A
PRICE SCHEDULE

RFP No.: 2018-S-13

PROPOSER: _____

Instructions:

- (1) The following itemized proposal prices includes all costs for labor, materials, insurance, overhead, travel, profits, and all other costs necessary to perform the work in accordance with the contract documents.
- (2) This is three year base contract with two (2) one-year option.
- (3) PROPOSERS must complete all information requested -- no items may remain blank (use N/A or other as necessary).
- (4) **Submit one original PRICE SCHEDULE.** On the outside of your sealed proposal address your envelope with the information as noted in "Instructions to Proposers" Section 5.

CCRTA VANPOOL PROGRAM

Contractor's Annual Not-to-Exceed Price Report (price before program subsidy)

In the table below, enter the van type and monthly Lease Rate (Use Fee) for each vehicle size at each corresponding mileage interval for each van you operate. On a separate page, provide a description of the major features for each van type.

Monthly Mileage Allowance	Van Type	Van Type	Van Type	Van Type	Van Type	Van Type	Van Type	Van Type	Van Type
	Total Seats 7	Total Seats 8	Total Seats 9	Total Seats 10	Total Seats 11	Total Seats 12	Total Seats 13	Total Seats 14	Total Seats 15
500	\$	\$	\$	\$	\$	\$	\$	\$	\$
750	\$								
1000	\$								
1250	\$								
1500	\$								
1750	\$								
2000	\$								
2250	\$								
2500	\$								
2750	\$								
3000	\$								
3250	\$								
3500	\$								
3750	\$								
4000	\$								
4250	\$								
4500	\$								
4250	\$								
4500	\$								
4750	\$								
5000	\$								

** Monthly Use Fee price is to include everything normally billed to a customer except fuel, car washes, tolls, and parking charges, etc.

Signature

Printed Name

Title

Date

APPENDIX B

CERTIFICATION FORM

In submitting this proposal, the undersigned certifies on behalf of its firm and any proposed subcontractors as follows:

- (1) **Proposal Validity Certification:** If this offer is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;
- (2) **Non-Collusion Certification:** Has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Request for Proposals with any other FIRM or with any other competitor,
- (3) **Affirmative Action/DBE Certification:** Is in compliance with the Common Grant Rules affirmative action and Department of Transportation's Disadvantaged Business Enterprise requirements.
- (4) **Non-Conflict Certification:** Represents and warrants that no employee, official, or member of the Corpus Christi Regional Transportation Authority's Board of Directors is or will be pecuniary benefited directly or indirectly in this Contract,
- (5) **Non-Inducement Certification:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Corpus Christi Regional Transportation Authority with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
- (6) **Non-Debarment Certification:** Certifies that it is not included on the U. S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards provisions, and from Federal programs under DOT regulations 2CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4
- (7) **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A)
- (8) **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B)
- (9) **Administrative and Technical Capacity:** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D)
- (10) **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations
- (11) **Financial Resources:** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U. S. C. Section 5325 (j)(2)(D)
- (12) **Production Capability:** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (13) **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (14) **Performance Record:** Is able to provide a satisfactory current and past performance record.

Signature

Printed Name

Title

Date

APPENDIX C
CERTIFICATION AND STATEMENT OF QUALIFICATIONS

The undersigned PROPOSER hereby further certifies that she/he has read all of the documents and agrees to abide by the terms, certifications, and conditions thereof.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Firm Name: _____

Business
Address: _____
Street, City, State and Zip

Telephone: Office: _____ Fax: _____

Email Address: _____

Firm Owner: _____ Firm CEO: _____

Taxpayer Identification Number: _____

Number of years in contracting business under present name: _____

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a Contract? _____

Taxpayer ID#: _____ Date Organized: _____

Date Incorporated: _____

Is your firm considered a disadvantaged business enterprise (DBE)? _____

If you answered yes to the DBE question, explain type. _____

ADDENDA ACKNOWLEDGMENT

Receipt of the following addenda is acknowledged (list addenda number):

DUNS # _____ (Required) A DUNS number may be obtained from D & B by telephone (currently at 866-705-5711) or the internet (currently at <http://fedgov.dnb.com/webform>).

APPENDIX D

DISCLOSURE OF INTERESTS CERTIFICATION

FIRM NAME: _____

STREET: _____ CITY: _____ ZIP: _____

FIRM is: 1. Corporation 2. Partnership 3. Sole Owner
 4. Association 5. Other _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheets.

1. State the names of each “employee” of the Regional Transportation Authority having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”.

NAME	JOB TITLE AND DEPARTMENT (IF KNOWN)
------	-------------------------------------

_____	_____
_____	_____

2. State the names of each “official” of the Regional Transportation Authority having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”

NAME	TITLE
------	-------

_____	_____
_____	_____

3. State the names of each “board member” of the Regional Transportation Authority having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”.

NAME	BOARD, COMMISSION OR COMMITTEE
------	--------------------------------

_____	_____
_____	_____

4. State the names of each employee or officer of a “consultant” for the Regional Transportation Authority who worked on any matter related to the subject of this contract and has an “ownership interest” constituting 3% or more of the ownership in the above named “firm”

NAME

CONSULTANT

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Regional Transportation Authority, Texas as changes occur.

Certifying Person: _____

Title: _____
(Type or Print)

Signature of Certifying Person: _____

Date: _____

APPENDIX E



**CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY**

CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY BOARD APPROVED

ACCESSIBILITY POLICY

POLICY STATEMENT

To provide full participation and equality of opportunity for people with disabilities, people who are aging and other people with access and functional needs, the Corpus Christi Regional Transportation Authority (CCRTA) Board of Directors calls for all CCRTA departments, within their regular duties and responsibilities, to establish a commitment to access.

APPLICABILITY

This policy statement is broad, cross-cutting and designed for application to all actions of the CCRTA, including but not limited to the following:

- Policy Development
- Customer Service
- Service Provision and Operation (Directly Provided or Contracted)
- Employment
- Physical Environment
- Communications/Media/Website
- Public Involvement
- External Meetings and Agency Sponsored Events
- Fleet Characteristics
- Maintenance
- Safety/Security/Emergency Operations
- Procurements
- Staff Development and Training
- Construction and Engineering
- Route and Service Planning

IMPLEMENTATION

Effective implementation of the Accessibility Policy statement begins with the establishment of

a Universal Access Team. Each CCRTA department will designate sufficient and appropriate team members to serve and meet monthly to ensure compliance with the policy. This team will help develop guiding principles in conjunction with the CCRTA Regional Committee on Accessible Transportation (RCAT). Meeting of the Universal Access Team will be coordinated through the designated CCRTA ADA Coordinator and report current activities and initiatives to the Chief Executive Officer (CEO).

Support of all CCRTA staff will include initial and ongoing training and professional development regarding integration and elimination of barriers for people with disabilities, people who are aging and other people with access and functional needs.

Additional tools available to all CCRTA staff will include the use of an Impact Statement (approved by the CEO) to ensure an effective outcome. The Impact Statement will provide for the review of programs, projects, and developing or ongoing CCRTA services that answer, at a minimum, the following questions:

- Are any barriers being created for people with disabilities, people who are aging and other people with access and functional needs?
- Is CCRTA enhancing access and integration for people with disabilities, people who are aging and other people with access and functional needs?
- Does the program, project, or service result in the most integrated setting appropriate for people with disabilities, people who are aging and other people with access and functional needs?
- Has CCRTA taken steps to reduce or eliminate any negative impacts?

POLICY REVIEW

Review of this policy will be done no less than annually or more frequently as needed. To complement the review, CCRTA staff through the Universal Access Team will establish procedures and conduct the following:

- Establish Review Baseline
- Conduct Internal Review of Regulatory Compliance to include an ongoing ADA Performance Monitoring Program for all modes of transportation
- Self-Evaluation Review and Update
- ADA Transition Plan Review and Update
- Establish Best Practices and Lessons Learned Components

Adopted July 6, 2011

Signed by: _____

Company: _____

Position: _____

Date: _____

APPENDIX F

REFERENCES: The Proposer must supply a list of four (4) similar projects which your company has completed within the last five (5) years that satisfactorily met the client's specifications.

1. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Email Address: _____
Project: _____
Date Completed: _____ Cost: _____
2. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Email Address: _____
Project: _____
Date Completed: _____ Cost: _____
3. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Email Address: _____
Project: _____
Date Completed: _____ Cost: _____
4. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Email Address: _____
Project: _____
Date Completed: _____ Cost: _____

CONTRACTS ON HAND: The Proposer must provide a list of contracts that the firm is currently in process:

APPENDIX G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

(Please submit **one** form for **each** Request for Information/exception/approved equal)

Page: ____

VENDOR: _____

PROJECT: RFP No. 2018-S-18

PAGE: ____ PARAGRAPH: ____ SUBJECT: ____

Request:

Signature

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

Chief Executive Officer/Designee

APPENDIX H

PROPOSAL SUBMISSION CHECKLIST

This checklist is a tool to assist Proposers in including all required documents which must be submitted in the Proposer's proposal package.

Proposal Documents Required	Check
Proposals MUST BE submitted in the following format:	
1. Price Schedule (Appendix A)	
2. Cover Letter	
3. Project Management and Services	
4. Qualifications of Firm	
5. Qualifications of Professional Personnel	
6. Experience	
7. Errors and Omissions Coverage	
8. Certification Form (Appendix B)	
9. Certification and Statement of Qualifications (Appendix C)	
10. Disclosure of Interest Certification (Appendix D)	
11. Accessibility Policy (Appendix E)	
12. References (Appendix F)	
13. Request for Information (Appendix G)	
14. Proposal Submission Checklist (Appendix H)	
Proposals MUST include the following:	
1. One Original Proposal	
2. Five hard copies of Proposal	
3. One Electronic copy on a USB Flash Drive	
1. Price Schedule (Appendix A) – One (1) original sealed in a separate envelope. Sign, Print Name, list Title, and Date at the bottom of the Price Schedule. NO OTHER COPIES ARE TO BE SUBMITTED. DO NOT INCLUDE A COPY ENCLOSED WITH YOUR PROPOSAL.	
2. Cover Letter – must be submitted	
3. Project Management and Services – must be submitted	
4. Qualifications of Firm – must be submitted	
5. Qualifications of Professional Personnel – must be submitted	
6. Experience – must be submitted	

7. Errors and Omissions Coverage – must be submitted	
8. Certification Form (Appendix B) – Sign, Print, Date and list Title	
9. Certification and Statement of Qualifications (Appendix C)	
- Certification and Statement of Qualifications (Appendix C) Proposer must:	
1. Sign	
2. Print Name	
3. Title and Date	
4. Firm Name	
5. Business address: Street, City, State and Zip	
6. Office and fax telephone numbers	
7. Email address	
8. Firm owner and Firm CEO	
9. Taxpayer Identification Number	
10. Number of year in contracting business under present name	
11. Type of work performed by your company	
12. Have you ever failed to complete any work awarded to you?	
13. Have you ever defaulted on a Contract?	
14. Taxpayer ID# and Date Organized	
15. Date Incorporated	
16. Is your firm considered a disadvantaged business enterprise (DBE)?	
17. If you answered yes to the DBE question, explain type.	
18. Addenda Acknowledgement – write in each addendum issued (<i>i.e.</i> Addendum No. 1, 2, and 3)	
19. DUNS# - Insert your firm's active DUNS#. You may check the status of your firm's DUNS# at SAM.gov	
10. Disclosure of Interest Certification (Appendix D)	
- Disclosure of Interest Certification (Appendix D) the Proposer must:	
1. Firm Name	
2. Street, City, Zip	
3. Identify your Firm by circling one of 1-4 or provide other in 5	
4. If there is a conflict of interest in the Disclosure Questions, then provide the name of the individual, job title and department or board, commission or committee.	
5. If there is not conflict then move to the Certificate section and Print,	

list Title, Sign and Date	
11. Accessibility Policy (Appendix E) – Sign, List Company, Position, and Date	
12. References (Appendix F)	
- References (Appendix F) the Proposer must:	
1. List 4 similar projects which he/she has completed within the last five years.	
2. Provide a list of contracts that the firm currently has in process.	
14. Request for Information Form (Appendix G) – include any RFIs in which your firm submitted	
15. Proposal Submission Checklist (Appendix H)	
- Proposal Submission Checklist (Appendix H) the Proposer must	
1. Use checklist to ensure all required documents are included in the proposal.	
2. Enclose this checklist with the proposal.	



Lowcountry Go Commuter Vanpool Program

Charleston, South Carolina
Date: April 30, 2019

Due Date: May 21, 2019
Time: 3:00 P.M. EST

Receipt Location:
BCD Council of Governments
Attn: Jason McGarry
5790 Casper Padgett Way
North Charleston, SC 29406

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SECTION 1 – GENERAL INFORMATION

1.0 Introduction

The Lowcountry Go Vanpool Program will be for the private provider of public vanpools. The Contractor will provide vans to organizations and individuals requesting to be in a vanpool with the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) subject to the terms and conditions set forth below.

1.1 Issuing Office

This Request for Proposal (RFP) is issued by the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG).

1.2 Term

The project term will be for (1) one year upon execution of the contract. BCDCOG reserves the right to extend the duration of the contract for four (4) additional one year terms with a maximum contract period of five years. Renewals may be for all or a portion of the vanpools, if conditions warrant.

1.3 Proposal Deadline and Submission Location

Responses to this RFP must be received at the following address, by 3:00 PM EST on May 21, 2019.

BCD Council of Governments
Attn: Jason McGarry - Procurement/Contracts Administrator
RFP: COG2019-02: Commuter Vanpool Program
5790 Casper Padgett Way
North Charleston, SC 29406
jasonm@bcdcog.com

1.4 Proposal Format

One (1) digital and four (4) hard copies must be submitted to the above address.

All proposals must be prepared and submitted in accordance with the proposal document format and content requirements. Please reference the RFP # COG2019-02: Commuter Vanpool Program on your submission

As a condition of proposal responsiveness, all support documents that require the signature of Proposer must be signed and incorporated into the proposal document.

It is the sole responsibility of the Proposer to ensure that its proposal is successfully delivered to the BCDCOG by the specified date and time. BCDCOG is not responsible for late or lost proposal deliveries.

1.5 Questions

Questions regarding this RFP must be submitted by 3:00 PM on May 14, 2019. Responses will be posted on BCDCOG's website. BCDCOG will not respond to written questions received after the submission deadline.

1.6 Proposal Withdrawal

Proposals may be withdrawn prior to the submission deadline by a Proposer's authorized representative by writing to the attention of Procurement/Contracts Administrator as identified in Section 1.2. Electronically submitted withdrawals must include "Withdrawal –BCD VANPOOL RFP" on the subject line.

1.7 Modification of Proposals

No proposal may be modified after the submission deadline identified in Section 1.2.

1.8 Protest Procedures

Pre-Proposal Protests

All protests concerning RFP specifications, criteria and/or procedures shall be submitted in writing no later than ten (10) business days prior to the deadline for proposal submission.

If the deadline for proposal submission is postponed due to the result of a protest, the postponement will be announced through an addendum and posted at the BCDCOG website.

Pre-Contract Award Protests

Protests made after the deadline for proposal submission but before contract award shall be limited to those protests alleging a violation of federal or state law, a challenge to the proposal evaluation and award process. Such protests shall be submitted in writing no later than five business days after the recommendation for contract award announcement by BCDCOG.

Requirements for Protests

All protests must be submitted to BCDCOG in writing via letter on official letterhead, with sufficient documentation, evidence and legal authority. The protest must be certified as being true and correct to the best knowledge and information of the Protester, be signed by the Protester, and be notarized. The protest must also include a mailing address to which a response may be sent. Protests received after the deadlines for receipt of protests are subject to denial without any requirement for review or action by BCDCOG.

1.9 Reserved Rights/Limitations of Funding

All Contractors are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted, BCDCOG reserves the right to terminate any RFP accordingly. BCDCOG makes no representations that any contract will be awarded to any contractor responding to this RFP.

- BCDCOG reserves the right to waive any minor irregularities in any or all proposals.
- BCDCOG reserves the right to reject all proposals and re-solicit or cancel this procurement to be in the best interest, without indicating any reason for such rejection(s).
- BCDCOG also reserves the right to enter into a contract with any Contractor based upon the initial proposal or on the basis of a best and final offer without conducting interviews.

1.10 Notice To Proceed

The contractor shall be issues a written Notice to Proceed. Any services provided prior to receipt of this Notice to Proceed shall be at the sole risk and expense of the Contractor.

1.11 Labor Provisions

South Carolina is a right-to-work state. The successful Contractor shall be responsible for compliance with all applicable requirements of 49 U.S.C. 5333(b)

1.12 Disadvantaged Business Enterprise

It is the policy of the BCDCOG to ensure nondiscrimination in the award and administration of federally assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. To that end, the BCDCOG has established a DBE program in accordance with regulations of the United States Department of Transportation found in 49 CFR Part 26. Each Consultant is encouraged to use certified DBEs to meet the tasks and milestones of this request. A list of certified DBEs can be found at: <https://www.scdot.org/business/bus-development-dbe-sbe-cert.aspx>

To ensure compliance with the BCDCOG DBE policies, BCDCOG's goal is to achieve a minimum participation of 10% by South Carolina Unified Certification Program (UCP) certified DBEs for this project. The following statement should be included in the proposal to denote the level of proposed DBE participation.

"We the (Consultant) ensure to the fullest extent possible that at least _____% of all procurement, including sub Consultants, made with funds provided under this project/plan/request will be made from organizations owned and controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities."

1.13 Proprietary/Confidential Information

Trade secrets or proprietary information submitted by a Consultant in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the Consultant must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of such material after award is made should be requested by the Consultant. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

All CONSULTANTS must visibly mark as "Confidential" each part of their proposal that they consider to contain proprietary information. All unmarked pages will be subject to release in accordance with the guidelines set forth under Chapter 4 of Title 30 (The Freedom of Information Act) South Carolina Code of Laws and Section 11-35-410 of the South Carolina Consolidated Procurement Code. Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute includes: customer lists, design recommendations and identification of prospective problem areas under an RFP, design concepts to include methods and procedures, and biographical data on key employees of the Consultant.

Evaluative documents pre-decisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the pre-decisional deliberations.

Marking the entire proposal confidential/proprietary is not in conformance with the South Carolina Freedom of Information Act.

SECTION 2 – SCOPE OF WORK

2.0 General Terms

BCD Region: For purposes of this document, the BCD Region means counties of Berkeley, Charleston and Dorchester Counties in South Carolina.

Lowcountry Go: BCDCOG Regional Commuter Services Program

Vanpool Service: Defined on this proposal as a vanpool consisting of a minimum number of riders and a designated driver with set pick up and drop off points per day to work or work training.

User: A person participating in a vanpool as the driver or a rider.

Commuter Vanpool: Means a group of individuals voluntarily participating in a ridesharing arrangement on a month-to-month basis utilizing a seven- to fifteen-passenger vehicle. Vanpool drivers and back-up drivers are themselves commuters who are volunteers receiving no compensation for their efforts or are volunteers who are reimbursed by riders for the vehicle and its operating expenses. A vanpool driver uses the van to pick up, transport, and deliver the other vanpool passengers to and from their residences (or a common staging area) and their places of employment. The vehicle makes one trip to work and one trip home. The use of the van will not be construed as “being engaged in transportation as a business.” The vehicle may be used for personal use but may not be used to carry passengers for hire or outside the scope of the regular home-to-work commute. Vans can be subsidized by fare from individual riders and employers.

2.1 Objective/Goals

The goal of this RFP is to secure a vanpool service provider to operate and market a vanpool program in the BCD Region. The cost of the program (as described in this RFP) will be covered by BCDCOG and user fees. The contractor is responsible for all costs incurred to deliver the vans. Capital costs (as specifically described in this RFP and as approved by BCDCOG) are eligible for reimbursement under the contract. All other costs are the responsibility of the selected contractor and can be covered by user fees. As described in more detail in this RFP, costs to be borne by BCDCOG and the costs to be borne by the vanpool users will be used to evaluate the cost effectiveness of each contractor.

Contractor Responsibilities

The contractor will be required to assume responsibility for all services offered in this proposal. Primary responsibilities include, but are not limited to, fleet procurement, fleet maintenance, fleet insurance, organization of vanpools, reporting, and of the Lowcountry Go Program with assistance to local rideshare offices (LROs). Demonstration of superior customer service and the ability to

efficiently respond to program changes is required. Strong emphasis will be placed on the ability to continue service with minimal interruption to existing customers. Further, BCDCOG will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The selected contractors will be required to establish and maintain accurate records, in accordance with generally accepted accounting principles, of all revenues and expenses incurred for which payment is sought. Separate accounts shall be established and maintained for all costs incurred. In addition, the selected contractor will be required to permit BCDCOG, BCDCOG, or its representative to inspect, copy, or audit the records pertaining to this project at any time.

Contractor Qualifications

The contractor must have experienced personnel and past performance of work very similar in nature. The contractor must demonstrate, at a minimum, the ability to maintain human resources to operate and market the vanpool service, collect data and complete necessary reporting. The contractor must demonstrate the financial ability to sustain operational expenses and maintenance of the program at the present level. The contractor must provide and maintain the vehicles specified in this proposal needed to provide the service. The vehicles must be maintained in accordance with federal and state safety laws as well as the manufacturer's scheduled maintenance plan. The selected contractors may perform work at its own facility or subcontract with a maintenance provider. Qualifications of the contractors' maintenance staff or of subcontractor must be included in the proposal. The contractor must have the ability to purchase and maintain liability insurance coverage for protection of the company, BCDCOG and their employees against loss or damage to vehicles in the program and from claims which may arise out of or result from the use, operation, or maintenance of the vehicles. Minimum insurance coverage and limits of liability for vanpool services must be included in the proposal.

Non-Performance Penalty

Failure to comply with the contract documents shall be grounds for breach and will result in contract termination upon 30 days written notice.

Work Specifications

Fleet Procurement and Management

At a minimum, the contractor must demonstrate the ability to plan for the procurement and delivery of vehicles to maintain the existing program; the provision of backup vehicles for emergency and replacement use; the procurement and delivery of vehicles for new vanpools statewide; and a preventative maintenance and inspection program. The contractor is responsible for supplying all vehicles. A combination of new or used vehicles may be used; however, all vans must be less than five years old and have less than 125,000 miles. A combination of contractor owned or leased vehicles may be used. The selected contractor must provide an accessible vehicle within 30 days upon request from a rider.

Program Eligibility

For a vanpool to be eligible for capital costs it must have a minimum number of riders as shown below. If ridership for a van drops below this level for more than 60 consecutive days within this one year contract period, monthly capital costs will not be eligible. The selected contractor shall have a process to identify a van that drops below this level and ensure the van operates no more than 60 consecutive days within this one year contract period below this level. Through the marketing

program, the selected contractor shall aggressively assist the users in soliciting replacement riders when an existing van falls below the minimum number of riders including drivers.

- 7 passenger van: no less than five users
- 10 passenger van: no less than seven users
- 12 passenger van: no less than nine users
- 15 passenger van: no less than eleven users

The selected contractor shall establish and enforce driver eligibility requirements including but not limited to the following:

- Driver has a valid driver's license
- Driver is 25 years of age or older
- Driver has a minimum of five years current and uninterrupted licensed driving experience
- Driver does not have more than one moving violation or at-fault accident in the past 12 months

Fare Collection

The contractor shall have a system of collecting passenger fares for all vanpools in service. The fare structure may allow the price per user (or van) to increase with the increase of one-way mileage of the daily commute, changes in the number of riders, and the size of the van. In addition, the fare structure and fare collection system should accommodate, upon majority vote of the riders in a vanpool, a provision for permitting the equivalent of one volunteer vanpool driver per vanpool to ride free of charge, with the cost being shared among the other riders. While variations in the fare per user or per van depending on the number of riders, the commute mileage, and whether the driver is paying a fare can be a useful tool to encourage the most effective use of vanpool service, it can also complicate the fare structure. The contractor is encouraged to propose the simplest, most effective structure possible. Once a contract has been executed with the selected contractor, monthly fares may not exceed the amounts established in the contract unless specifically authorized in writing by BCDCOG. Vanpool users should pay directly (i.e., not via the contractor) the costs of fuel and washing vans.

2.2 Marketing Program

Marketing Program activities may include the following:

1. External Marketing: Promotional activities in accordance with an BCDCOG approved external marketing plan needed to solicit potential riders for existing vanpools and expansion vanpools. The proposal must include a marketing plan to add riders to existing vanpools when there is excess capacity and add riders to new vanpools. The marketing plan shall include the specific media that will be used, the frequency and the content, marketing strategies and events, and a website that shows current routes and user fees.

2. Internal Marketing: Organizational and communications activities to retain existing riders and provide riders and drivers with the information they need for the vanpool to successfully operate. The proposal must include an internal marketing plan to retain the existing customer base. This includes, but is not limited to, participation in the Lowcountry Go quarterly newsletter and annual customer recognition plan based on driving safety and years of participation, as well as efforts to address low-ridership issue. Internal marketing includes the staff and material costs

associated with enrolling users, assigning them to a vanpool and maintaining routine communications to support their participation in the vanpool.

3. Emergency Ride Home (ERH): The selected contractor must provide a ERH program to provide for the reimbursement of user's emergency transportation costs. Eligible uses for vanpoolers include, but are not limited to, unexpected overtime at a supervisor's request, personal or family illness or emergency, and unexpected departure of the vanpool.

Additional Marketing Program Requirements

The selected contractor shall maintain a database of potential riders that can be added to existing vanpools as capacity becomes available. BCDCOG will retain the first right of refusal to develop and print promotional material, such as folders and brochures, and to procure promotional items for the program. The project coordinator will coordinate these efforts to the mutual satisfaction of BCDCOG and the contractor. The contractor must coordinate with BCDCOG project manager to promote and coordinate vanpooling or other transportation alternatives.

2.3 Reporting

The contractor shall have a system of distributing and collecting quarterly vanpool reports for all vans managed. The contractor will make available to BCDCOG and BCDCOG, upon request, copies of quarterly vanpool reports. The contractor shall provide a summary of the distribution and collection procedures and provide a copy of the proposed policy, contract clause, or plan that will successfully result in user compliance with this provision.

Operating and Marketing Report

The contractor will provide an operating/marketing report to BCDCOG within 40 days of the end of the quarterly operating period that will include, but is not limited to, detailed budget information; changes in the vehicle fleet mix over the previous reporting period; a listing of existing vanpools with vacancies; summary of communication; customer retention activities; efforts to address low capacity issues; and summary of marketing efforts.

Annual Report

The contractor will prepare and submit to BCDCOG a written final summary report at the end of each fiscal year that summarizes the results of the Lowcountry Go Vanpool services with respect to the success of the promotional activities in increasing the use of Lowcountry Go Commuter Vanpools. Program growth and/or decline as compared to the previous fiscal year will be noted in the report.

National Transit Database Reporting

The contractor will be responsible for collecting and analyzing all required data to report to the National Transit Database (NTD) annually. The contractor will have procedures in place that requires the driver or a designated rider in each vanpool to report unusual incidents such as accident, theft, driver/passenger complaint, or injury within specified time frames indicated and for the contractor to report to BCDCOG within specified time frames.

2.4 Key Project Elements

- Fleet Procurement and Management
- System for fare collection from individual users or employers for vanpool service.
- Simplicity and effectiveness of the fare structure.

- Maintenance and repair program in place that provides for timely preventative maintenance and repair with minimal disruption to users.
- Plan for providing accessible vehicles for individuals with disabilities.
- Past Performance/Experience in Providing Vanpool Services
- Capability and qualifications of key individuals including previous work on similar projects, technical experience, education, and training.
- Records of past performance including such things as quality of work, ability to meet deadlines/schedules, and control costs.
- Understanding of vanpooling concepts and objectives demonstrated in this RFP.
- Demonstrate ability to provide all required reports.
- Demonstrated ability to purchase and maintain adequate insurance at all times
- Ability to present and implement a general plan for promoting the program statewide through standard marketing efforts to:
- Secure new riders in existing vanpools in order to increase ridership in vans with excess capacity.
- Replace riders that leave the program.
- Communicate with users for purposes of fleet and ridership retention.
- Recruit potential riders.

SECTION 3 – SELECTION CRITERIA/SCORING PROCESS

3.0 Selection Criteria/Scoring Process

The following criteria will be used in evaluating the proposals:

1. **Scope/Approach (35%)** – How the firm responds to the items in the RFP. Does the project proposal demonstrate a clear understanding of the project and the needs of BCDCOG? Will the firm be able to provide all the services described in the SOW. Does the approach to the project demonstrate an excellent understanding of the project?
2. **Previous Experience (30%)** – Has the firm been involved in any other projects similar to this project? Are the firm's previous clients satisfied with the quality of the work product on similar projects?
3. **Schedule (10%)** –Is there a sufficient number of staff available to get the work finished in a timely manner?
4. **Cost (20%)**
5. **DBE Participation (5%)** - The extent to which the prospective Consultant/Consulting Team includes DBE participation

STEP TWO: Oral Presentations (BCDCOG reserves the right not to include this activity)

Consultants with the highest scoring technical proposals may be requested to make an oral presentation of their proposal. This presentation, if held, will provide an opportunity for the Consultant to clarify their proposal.

4.0 Required Federal Clauses

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) The recipient and contractor acknowledge and agree that,

notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts Applicability –

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

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

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports

These requirements do not apply to micro-purchases (\$3,000 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 \$100,000.

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

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

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

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

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

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

Civil Rights Requirements

All contracts except micro-purchases (\$3,000 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. Specifically: a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, 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, 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 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, and (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal

Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: (1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), 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

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere. b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). c. If a separate contract goal has been established, Contractors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. d. If no separate contract goal has been established, the successful contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work. f. The

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

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 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.

Government Wide Debarment and Suspension

Applicability – Contracts over \$25,000. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. 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 recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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 49 CFR 29, Subpart

Contracts Involving Federal Privacy Act Requirements When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract: (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

Applicability All Contracts and Subcontracts over \$150,000. 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 \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000 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 \$150,000 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.

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Breaches and Dispute Resolution

All contracts over \$150,000 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 (10) 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 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.

Buy America

This Contract is subject to the "Buy America" requirements of 49 United States Code (USC) §5323(j) and 49 Code of Federal Regulations (CFR) Part 661, as may be amended from time to time, and applicable federal regulations. Prospective Proposers' attention is directed to 49 CFR §661.11, "Rolling Stock Procurements." Prospective Proposers have the responsibility to comply with the cited and any governing statutes and regulations, including official interpretations.

Clean Air Requirements

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* 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 ensure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

PROPOSAL COVER SHEET

Legal Name of Organization _____

Authorized Signer: _____

Title: _____

Mailing Address: _____

Physical Address (If Different): _____

Telephone Number: _____

Email Address: _____

Contact Person Name: _____

Contact Person Title: _____

Entity Type: ☐ Corporation ☐ Sole Proprietor

☐ Partnership ☐ Other

Is Responder a HUB? ☐ Yes ☐ No

Certifying Agency: _____

**Attachment A - Certification Regarding Debarment Suspension,
Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions**

This Certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 1916019211).

1. The prospective recipients of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Name of Authorized Representative

Title

Signature

Date

Attachment B - Certification Regarding Drug-Free Workplace

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an outgoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of this statement;
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such violation.
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4b, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

B. The grantee may insert in the space provided below the site(s) for the performance of work down in connection with the specific grant:

Place of Performance: Check () if there are workplaces on file that are not identified here.
() Not Applicable.

Name of Applicant Organization:

Name & Title of Authorized Signatory:

Signature: _____ Date: _____

ATTACHMENT C

CERTIFICATE REGARDING CONFLICT OF INTEREST

By signature of this Certificate, Respondent covenants and affirms that:

- 1.** No manager, employee or paid consultant of the Respondent is a member of the Policy Board, or an employee of BCDCOG;
- 2.** No manager or paid consultant of the Respondent is married to a member of the Policy Board, or an employee of BCDCOG;
- 3.** No member of the Policy Board, the President or an employee of BCDCOG owns or controls more than a 10 percent share in the Respondent's organization;
- 4.** No spouse of a member of the Policy Board, or employee of BCDCOG receives compensation from Respondent for lobbying activities.
- 5.** Respondent has disclosed within the proposal response any interest, fact or circumstance, which does or may present a potential conflict of interest;
- 6.** Should Respondent fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Respondent shall not be entitled to the recovery of any costs or expenses incurred in relations to any contract with BCDCOG and shall immediately refund BCDCOG any fees or expenses that may have been paid under the contract and shall further be liable for any others costs incurred or damages sustained by BCDCOG relating to that contract.

Name of Individual or Organization submitting application.

Name and Title of Authorized Signatory.

Signature

Date

Attachment D
Lobbying Certificate

The Contractor certifies, to the best of its knowledge and belief, that:

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

THE 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. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of the Contractor Authorized Official

Name and Title of the Contractor Authorized Official

Date



State of Vermont
Finance & Administration
Contract Administration
One National Life Drive
Montpelier, VT 05633-5001
vtranscontracts.vermont.gov/

Agency of Transportation

[phone] 802-828-2641
[fax] 802-828-5545

January 10, 2017

RE: Request for Proposals (RFP) – **Go Vermont Vanpool Services**

The State of Vermont, acting through the Agency of Transportation (VTrans), is requesting proposals for consulting services to outline the services desired by the Vermont Agency of Transportation (VTrans) for operating commuter vanpools, and should not be considered either comprehensive or restrictive to innovation or creativity on the part of the Contractor(s) in the preparation of the work plan. VTrans has no estimate of the quantities of services to be purchased under this agreement, and no guarantee to purchase an exact amount of service is intended or implied. There are currently fourteen (14) vehicles in operation within the Vanpool Program. It is a priority for the Go Vermont Program to substantially increase the number of vanpools in operation, and will potentially contract for services with more than one entity.

All work will be accomplished in accordance with the following:

- Scope of Work (SOW), dated December 19, 2016;
- Procedures for Selecting Contractors and Specifications for Contractor Services including Customary State Contract Provisions, dated August 28, 2008, Revision December 29, 2008
- General Special Provisions dated November 22, 2011
- Attachment C: Standard State Provisions for Contracts and Grants dated July 1, 2016

All questions related to this RFP shall be forwarded to **Tricia Scribner, Contracts Specialist, in writing** to the address above, by e-mail at Tricia.Scribner@vermont.gov or by fax at (802) 828-5545. All such questions and requests shall be received **no later than Wednesday, January 18, 2017**. VTrans will not be bound by any oral communications. All questions or requests for clarification received will be documented and answered after this date. *Communication with other VTrans personnel regarding this RFP is prohibited and may result in the rejection of your proposal.*

VTrans intends to select up to two (2) Contractors to perform these services. Payment will be a firm fixed price per vanpool per month. The contract will be for a two-year period with the option to extend for two additional one-year periods, for a total maximum of four years.

Award of a contract does not guarantee payment of the entire maximum limiting amount. Assurance that qualified staff will be available and dedicated to the contract will be required.

The selected Contractor's Technical Proposal becomes public record and is available for public review and inspection upon execution of the contract. The contents of the successful Contractor's Technical Proposal, as accepted by VTrans, may become part of the contract awarded as a result of this process.

In the event that it becomes necessary to revise, modify, clarify, or otherwise alter this RFP, including VTrans responses to questions and requests for clarification, such modification shall be in the form of a written RFP Change. Any such RFP Change shall be posted to the VTrans Contract Administration website at <http://vtranscontracts.vermont.gov/personal-services/current-rfps>.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE INQUIRY TO, AND TO OBTAIN THE RFP CHANGES ISSUED, IF ANY.

1. Required Information for the Technical Proposal

In order to be considered responsive to this RFP, each Contractor shall conform to the following requirements:

- A. Submit One (1) envelope, or package containing 1 CD, DVD or thumb drive holding an electronic copy of the Technical Proposal and four (4) bound printed copies of the Technical Proposal.
- B. The Technical Proposal shall not exceed Fifteen (15) single sided pages. All pages shall be numbered consecutively. The pages shall be formatted as 8½" x 11" sheets. Font shall be size 12.
- C. The Fifteen (15) pages shall include information required in items G, H and J below.
- D. The technical proposal shall not include any quoted or summarized comments or recommendations from any in-state or out-of-state evaluations, records or reports of any kind.
- E. In order to assist in the evaluation process, Technical Proposals shall be clear and concise, include the following information organized as presented below. In each tabbed section the Contractor shall address the evaluation criteria set forth in this RFP, include a detailed description of the Contractor's understanding of the SOW, and detail the Contractor's capabilities to perform such work.
- F. Cover Letter: This page does not count as part of the page limit for the Technical Proposal as long as it does not contain required RFP information.
- G. General Company Information: In a tabbed and labeled section please provide the following elements. **This section counts toward the page limit of the Technical Proposal.**
 1. Introduction to Contractor's Company - Contractors shall provide the following information relative to their Company. Similar information must be provided for each subContractor. SubContractor roles should be clearly defined.
 - Company Name, Business Address, Telephone Number and E-mail Contact
 - Year Company was Established
 - Any Former Company Names and Years Established (if applicable)
 - Number of Employees
 - Office Locations
 - Brief Company History

2. Qualification and Experience of Company - This section shall summarize the company's previous experience relating specifically to similar services.
3. Organization Chart - Submission shall include a one-page organizational chart of the Contractor's team that notes the name and title of key individuals that are proposed to manage or perform tasks.

H. Project Services

In a tabbed and labeled section please provide the following elements. **This section counts toward the page limit of the Technical Proposal.**

1. Brief examples of each required task in which the firm has provided services previously. Include a summary of services provided, and identify a knowledgeable client contact including email address and phone number. Examples should be limited to services provided in the last five years.
2. Identify key personnel to provide the required tasks including a brief summary of their experience and qualifications.

I. Resumes

Provide in a tabbed and labeled section, resumes of key personnel identified above and expected to manage or perform tasks assigned under this contract. Each resume shall be limited to one (1) single sided page focusing on the services to be provided. Include on each resume the number of years the individual has been employed with the Company. **This section does not count as part of the page limit for the Technical Proposal.**

- J. The technical proposal shall also identify any subContractor companies expected to be used under the contract. Contractors shall include substantial details, as described in the sections above, regarding the qualifications of personnel for any subContractors that are expected to be employed under the contract. The subContractor information shall be included within the appropriate tabbed section(s) listed above. **This section counts toward the page limit of the Technical Proposal, with the exception of resumes.**

- K. Completed Contractor and Sub-Contractor Information form (fillable pdf)

2. Evaluation of Technical Proposals

The Technical Proposals will be evaluated considering the following criteria:

Evaluation Criteria	Points
Project understanding and approach	25
Quality and clarity of Technical Proposal	25
Previous experience of the firm in conducting similar work	35
Previous experience of key personnel conducting similar work	15
TOTAL	100

3. Required Information for the Cost Proposal:

- A. Submit one (1) envelope, or package, containing four (4) paper copies of the cost proposal.
- B. Provide in the cost proposal a completed Rate Sheet (fillable PDF attached). The amount per month will be a fully burdened fixed price per receipt and approval of monthly reports and invoices.
- C. The firm fixed price per vanpool per month includes all anticipated direct and indirect expenses and is all-inclusive.
- D. If the Contractor intends to utilize the services of a subContractor(s), the following should be accomplished:
 1. Provide justification and documentation in the cost proposal regarding the basis for selecting each subContractor (low bid, competitive negotiation, technical capabilities, etc.) you intend to use.

The successful Contractor(s) will be expected to execute sub-agreements for each subContractor named in the proposal upon award of the contract.

4. Required Shipping Information

- A. Clearly indicate the following on the outside of each of the two (2) sealed envelopes or packages containing the Technical Proposals and Cost Proposals:
- a. Name and address of the Contractor
 - b. Due date and time (**Wednesday, January 25, 2017 prior to 3:00 p.m.**)
 - c. **“Go Vermont Vanpool Services”**
- B. Submit the two (2) sealed envelopes or packages to the Office of Contract Administration, Agency of Transportation, One National Life Drive, Montpelier, VT 05633-5001, **prior to 3:00 p.m., on Wednesday, January 25, 2017.**
- C. Proposals or unsolicited revisions submitted after the specified due date and time will not be accepted and will be returned to the Contractor.

5. Rejection Conditions

VTrans reserves the right to reject any or all proposals received as a result of this RFP. A proposal may be rejected for one or more of the following reasons, or for any other reason deemed to be in the best interest of VTrans:

- Failure of the Contractor to adhere to one or more provisions of this RFP.
- Failure of the Contractor to submit information required by this RFP.
- Technical Proposals containing quoted or summarized evaluation comments or recommendations. [See: Section 1. D. above]
- Failure of the Contractor to follow generally accepted ethical and professional standards during the RFP process.
- Communications about this RFP with VTrans personnel other than the Point of Contact listed in this RFP.
- Technical Proposals exceeding the page limit.
- Technical Proposals that are not printed in accordance with the requirements of this RFP. (To include, but not limited to: paper size, font specifications, single or double sided printing, etc).
- Failure to provide the correct number of copies of the Proposals as specified in this RFP.

Based on the initial proposal, award may be made with or without negotiation(s). If negotiation(s) are required and are not successful, VTrans retains the right to negotiate with another Contractor. Payment for work under this contract will utilize a firm fixed price.

VTrans reserves the right to request and consider the opinions of any State and/or Federal Agency relative to the qualifications, capability and performance of any Contractors and/or subContractors identified in responses to requests for proposals.

Once the Technical Proposal is discussed and ranked, the Cost Proposal will be reviewed for consistency with, and in light of, the evaluation of the Technical Proposal. VTrans reserves the right to seek clarification of any proposal submitted and to select the proposal considered to best promote the public interest.

The Contractor(s) awarded a contract shall, upon notification of award, apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 109 State Street, Montpelier, VT 05609-1104 or on their website at www.vtsosonline.com/online. The telephone number is (800) 439-8683. VTrans **will NOT enter into the contract** until the Contractor is registered with the Secretary of State's Office. You may check the status of your registration at www.vtsosonline.com/online/BusinessInquire.

The selected Contractor's Technical Proposal becomes public record and are available for public review and inspection upon execution of the contract. The contents of the successful Contractor's proposal, as accepted by VTrans, will become part of the contract awarded as a result of this process.

If any Contractor is aggrieved by the proposed award of the contract, the Contractor may appeal in writing to the Chief of Contract Administration. The appeal must be postmarked within fourteen (14) calendar days following the date of the written notice to award the contract.

All proposals become the property of VTrans upon submission. The cost of preparing, submitting and presenting a proposal is the sole expense of the proposing Contractor. Unselected proposals may be destroyed or returned to the bidder at VTrans' discretion. VTrans reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this RFP in part or in its entirety if it is in the best interests of VTrans. This solicitation of proposals in no way obligates VTrans to award a contract.

Sincerely,

Tricia Scribner
Contracts Specialist

Enclosures:

- Scope of Work dated December 19, 2016
- Procedures for Selecting Contractors and Specifications for Contractor Services including Customary State Contract Provisions, dated August 28, 2008, Revision December 29, 2008
- The General Special Provisions dated November 22, 2011
- Attachment C: The Standard State Provisions for Contracts and Grants dated July 1, 2016
- Contractor and Sub-Contractor Information Form (fillable pdf)
- Rate Form (fillable pdf)

**Scope of Work
Go Vermont Vanpool Services
December 19, 2016**

Introduction

The scope of work described herein is provided to outline the services desired by the Vermont Agency of Transportation (VTrans) for operating commuter vanpools, and should not be considered either comprehensive or restrictive to innovation or creativity on the part of the Contractor(s) in the preparation of the work plan. VTrans has no estimate of the quantities of services to be purchased under this agreement, and no guarantee to purchase an exact amount of service is intended or implied. There are currently fourteen (14) vehicles in operation within the Vanpool Program. It is a priority for the Go Vermont Program to substantially increase the number of vanpools in operation, and will potentially contract for services with more than one entity.

Project Scope

1. Administer the Vanpool Program as an independent contractor. Professional vanpool representation, customer service, and information resources for Vermont citizens and prospective vanpool participants are required.
2. Prepare an orderly transition for vanpools from current operator without any disruption in service to the customer (if necessary). It is expected the Contractor will work amicably with the current vanpool operator to take over operation of these vanpools.
3. VTrans has branded the name “Go Vermont” and the Contractor is expected to continue to utilize this name and logo in its vanpool operation. This logo is to be prominently displayed on the back and sides of all vanpool vehicles.
4. Furnish vanpool vehicles of at least three (3) different passenger capacities (between seven (7) -and fifteen (15)-passenger). Vehicles are to be of the current (2016) or upcoming model year, and additional vehicles acquired for the program are to be of the current or upcoming model year at the time of acquisition. Should the Consultant(s) purchase existing vehicles from the current operator, these vehicles may stay in service until they are no more than three (3) years old.
 - a. Vehicles are to be air conditioned, have privacy/tinted glass and be equipped with a radio. The “Go Vermont” logo and phone number or website must be prominently displayed on the outside of the van (back and sides).
 - b. The Contractor(s) must be able to furnish a vanpool group with the vehicle within 30 days of the vanpool’s formation.
 - c. The Contractor(s) must also conform to all applicable requirements of the federal Americans with Disabilities Act (ADA) <http://vtrans.vermont.gov/civil-rights/compliance/ada>.

Scope of Work for Vanpool Services

- d. The Contractor(s) must establish and maintain a preventive vehicle maintenance and inspection program with written instructions for vanpool drivers concerning their responsibilities.
 - e. Backup vehicle(s) must be made available when requested and the Contractor(s) must have available a demonstration vehicle(s) for examination by potential participants.
 - f. Neither the State, vanpool program participants, nor any other agencies shall be required to become obligated in any vehicle ownership or lease agreements.
5. Contractor(s) must specify ownership of any vehicle used for this program. If the Contractor(s) utilize leased vehicles all lease agreements shall conform to Federal Transportation Act (FTA)/Federal Highway Administration (FHWA) and/or VTrans guidelines.
6. In addition to any other insurance required by the Attachment C: Standard State Provisions for Contracts and Grants and/or by law, the Contractor(s) will be required to maintain the following minimum risk coverage for the entirety of the contract term:
- a. Comprehensive (Broad Form) General Liability insurance, with at least the following limits of liability:
 - 1. Primary bodily injury liability limits of one million dollars (\$1,000,000.00) per occurrence; and
 - 2. Primary property damage liability limits of one million dollars (\$1,000,000.00) per occurrence; or
 - 3. Combined single limits of liability for primary body injury and primary property damage of one million dollars (\$1,000,000.00) per occurrence; and
 - b. Comprehensive Automobile Liability insurance, to include owned, hired, and non-owned vehicles with at least the following limits of liability:
 - 1. Primary bodily injury liability limits of one million five hundred thousand dollars (\$1,500,000.00) per occurrence; and
 - 2. Primary property damage liability limits of one million five hundred thousand dollars (\$1,500,000.00) per occurrence; or
 - 3. Combined single limits of liability for primary bodily injury and primary property damage of one million five hundred thousand dollars (\$1,500,000.00) per occurrence; and
 - c. Statutory minimum requirements apply for uninsured/underinsured motorist coverage.

Scope of Work for Vanpool Services

- d. If a general aggregate limit is used, the general aggregate limit shall apply separately to the contract for this program.
 - e. The procuring of the required insurance shall not be construed to limit the Contractor(s) liability or to fulfill the indemnification requirements of the contract; the Contractor(s) shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the contract.
 - f. The insurance shall include a cross liability or severability of interest clause, and any insurance maintained by the State shall apply in excess of, and not contribute with, the Contractor's coverage.
 - g. The Contractor(s) will be required during the entire contract term to keep on file with the State certificates of insurance necessary to satisfy the State that the insurance requirements have been complied with. The certificates shall be deposited with the State prior to the effective date of the contract, and the Contractor(s) shall provide 30 days' written notice to the State before canceling coverage or failing to renew the insurance. Replacement proof of insurance certificates are to be provided to all participants of the program 30 days prior to any change in the program or expiration date of the cards.
7. The Contractor(s) shall have responsibility for organizing and administering vanpool arrangements among interested commuters.
- a. Augmented by VTrans efforts through its promotion of the "GoVermont" program, the Contractor(s) shall recruit and select drivers and back-up drivers for the program.
 - b. Background checks of drivers and back-up drivers, with particular attention paid to driving history, are required.
 - c. All drivers are to be provided an orientation to familiarize them with their vehicles, their responsibilities, vehicle maintenance schedule and requirements, safety requirements, emergency procedures, vanpool administration, and other pertinent information. This shall be accomplished through an initial orientation/training program, and a driver's manual detailing the above.
 - d. Defensive driving courses shall be required for drivers and alternates before the vanpool begins and at least once every two (2) years thereafter. The Contractor(s) can access these courses on-line or through other methods. Training courses should be approved by the State prior to usage in this program.
 - e. The Contractor(s) must establish and follow guidelines for the calculation and collection of fare from program participants.

Scope of Work for Vanpool Services

- f. The Contractor(s) shall establish a system for reporting of miles to the National Transit Database and provide VTrans with a preliminary report on expected revenue and miles reported by July 1 each year, and a final report on September 30 each year.
 - g. The Contractor(s) shall monitor the operation of each vanpool, gauge the satisfaction of program participants, and attempt to address problems or complaints.
- 8. The Contractor(s) will be responsible for actively promoting the Vanpool Program to commuters, employers and other organizations.
 - a. The Contractor(s) shall establish and maintain a local website where interested persons may obtain information about “*Go Vermont*” vanpools and contact the Contractor(s) for additional information.
 - b. All materials developed for “*Go Vermont*” under this contract are owned by VTrans and may not be used in any other program without written permission of VTrans.
 - c. VTrans must approve in writing all materials used in the marketing effort prior to use.
- 9. The Contractor(s) will be responsible for maintaining appropriate accounting and auditing records which shall be available to federal, state and county authorities for inspection and audit.
 - a. The Contractor(s) shall make all efforts to collect fares owed.
 - b. The Contractor(s) shall establish a policy on collection of uncollectable fees and termination of the vanpool when the account is in arrears.
 - c. Monthly reports must be submitted to VTrans reporting the above information.
- 10. To help VTrans evaluate the effectiveness of the program, the Contractor(s) shall submit monthly progress reports detailing number of vanpools in operation, the names of drivers and passengers, expenditures and describing the Contractor’s effort, including but not limited to program participation rates achieved, number of single occupant vehicles taken off the road, and anticipated marketing efforts in forthcoming months.
- 11. VTrans has the responsibility to:
 - a. Work in concert with the Contractor(s) to present potential vanpool services.
 - b. Confirm each new vanpool start-up and agree in writing to provide any negotiated subsidy.
 - c. Pay approved invoices within 30 days.

Scope of Work for Vanpool Services

DELIVERABLES

Each deliverable shall be approved and accepted by the Contract Manager prior to any finalization of details.

The Contractor(s) shall provide the following:

- Produce flyers regarding the Vanpool Program and distribute to the general public and the transit providers in the State of Vermont. At a minimum, the flyer and information shall include the vanpool services, training description, and general process for establishing commuter vanpools.
- Evaluate, prepare and send a written report of the results of each formed vanpool meeting held in Vermont to the Contract Manager within two (2) weeks after the session has been completed.
- Participant Materials (1 set per participant and VTrans per meeting: manuals, handouts, evaluation of training session, and other material - e.g., computer disks/CDs).
- The Contractor(s) shall submit a roster for each training/information session with the title, date provided, instructor name, the participant names, company represented, signatures/initials of each and whether the participants signed vanpool agreements. The Contractor(s) shall e-mail or fax rosters to the Contract Manager at 802-828-5577 within twenty-four (24) hours of the session completion.
- The Contractor(s) will provide all training-related equipment as needed.
- A monthly report documenting all vanpools in operation, vehicle miles saved, collected fares, and any other appropriate variable or value requested by VTrans. A per van / per month payment will be made upon receipt of this report and approved invoice.

PAYMENT

All deliverables listed above shall be accepted by the Contract Manager prior to payment. Payments will be directly linked to the number of vanpools in operation. Individual vanpool eligibility for payment will commence upon the first day a vanpool is in operation. Monthly payments will be made upon receipt and approval of monthly reports and invoices.

The State will pay a firm fixed price per vanpool per month. It is expected that the State's payment will subsidize the cost of the vanpool for the participants (riders).

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired

in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and

liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)



AGENCY OF TRANSPORTATION

PROCEDURES FOR SELECTING CONTRACTORS
AND
SPECIFICATIONS FOR CONTRACTOR SERVICES,
INCLUDING
CUSTOMARY STATE CONTRACT PROVISIONS

AUGUST 2008

APPROVED BY: David C. White DATE: 8/28/08
Secretary of Transportation

Revised: December 29, 2008

REVISIONS

December 29, 2008

- Appendix A - Removed "Standard Contract for Personal Services" and replaced with revised version dated December 8, 2008.
- Appendix B - Removed "Standard State Contract Provisions" dated May 23, 2008 and replaced with "Standard State Provisions for Contracts and Grants" dated December 8, 2008.

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DIVISION 100 - GENERAL PROVISIONS**SECTION 101 - DEFINITIONS AND TERMS**

Wherever used in these Specifications for Contractor Services or in any documents that these specifications pertain to or govern; abbreviations may be used in place of a word or phrase and definitions may be used to interpret statements for the meaning of words, phrases or expressions. The intent and meaning for abbreviations and definitions shall be interpreted as herein set forth:

101.01 ABBREVIATIONS.

CADD	Computer Aided Drafting and Design
CFR	Code of Federal Regulations
CPM	Critical Path Method
CSC	Contractor Selection Committee
DBE	Disadvantaged Business Enterprise
EDM	Electronic Data Media
FTP	File Transfer Protocol
LOI	Letter of Interest
RFP	Request for Proposals
SOW	Scope of Work
U.S.C.	United States Code
USDOT	United States Department of Transportation
USEPA	United States Environmental Protection Agency
VOSHA	Vermont Occupational Safety and Health Act
V.S.A.	Vermont Statutes Annotated
VTrans (VAOT)	Vermont Agency of Transportation

101.02 DEFINITIONS. Wherever in these specifications or in other contract documents the following terms or pronouns in place of these are used, the intent and meaning shall be interpreted as follows, unless that context makes clear that another meaning is intended:

ACCEPTANCE: (Reviews-Acceptances) The State's determination that a deliverable meets the requirements of the contract. The State's determination shall prevail in the interpretation of acceptability.

ACCEPTANCE DATE: The date of the written notice to the contractor by the Project Manager that the project is complete and final payments, if applicable, have been approved as provided by the contract.

AGENCY: State of Vermont, Agency of Transportation, also referred to as VAOT or VTrans.

AGREEMENT: See CONTRACT.

AMENDMENT: A change to a contract that has been reviewed and approved, by signed document, by all parties to the contract.

AUDIT: An examination of the financial accounting and record systems of an entity in accordance with Generally Accepted Governmental Auditing Standards (yellow book), applicable accounting principles, and contract terms.

CALENDAR DAY: A day as shown and sequenced on the calendar, beginning and ending at midnight, as differentiated from work days or other intermittent time references.

COMPETITIVE NEGOTIATION: A means of procurement involving negotiations, based on qualifications, as described in Title IX of Federal Property and Administrative Services Act of 1949, or the formal procedure permitted by Title 19 V.S.A. Section 10a. Any competitively procured contract awarded without using a sealed bid process is considered a negotiated contract.

CONTRACT: A written contract between the VTrans and another legally distinct entity for the provision of service(s) and/or product(s). Only the Secretary of the Agency and the Deputy Secretary of the Agency have the authority to sign a contract over \$10,000 on the behalf of the Agency, as specified in the VT Agency of Administration Bulletin 3.3 - Delegation of Authority for Signing Documents. The term contract includes all such contracts whether or not characterized as a "contract", "agreement", "miscellaneous contract", "letter of agreement", "amendment" or other similar term.

CONTRACTOR: An individual or legally distinct entity providing contractual services and/or products directly to the Agency.

DIRECTOR: A Division manager within the Agency who reports directly to Vermont's Secretary of Transportation.

DIVISION: A major component of the Agency, headed by a member of the Agency's executive staff. Each Division is subdivided into Sections and Units. (Note: For contracts subject to these specifications the Department of Motor Vehicles is also defined as a Division.)

EXTRA WORK OR ADDITIONAL SERVICES: Services determined to be required that are not specified in a contract.

FIXED FEE: A specific amount of money to be paid in addition to the hourly or other rates for the work performed pursuant to a contract which is determined by taking into account the size, complexity, duration, and degree of risk involved in the work. Overruns in the work and/or the duration of the work shall not warrant an increase in the fixed fee.

OVERTIME PREMIUM RATE: Time and one-half or some other multiple for hours worked in excess of 40 hours in a workweek or for hours worked on weekends, holidays, and other times when work is not generally performed.

PROGRESS PAYMENTS: Partial payments made for services performed under the contract as the work progresses, at intervals and within limitations designated in the contract.

PROGRESS REPORT: A comprehensive narrative, graphic and/or tabular document/report, whether in hard copy or electronic format, indicating actual work accomplished by the contractor.

PROJECT: All activities performed and expenditures made to accomplish a specific goal. A contract may encompass part of, or more than, one project.

PROJECT MANAGER: A VTrans representative responsible for administrative management of a project and coordination of all activities related to the project, including the contract(s) to accomplish the goals of the project.

SCOPE OF WORK: A detailed description of all services and actions required of a contractor in a contract.

STATE: The State of Vermont as represented through and by VTrans.

SUBCONTRACTOR: An individual or legally distinct entity to whom or which the contractor sublets part of the work.

VALUABLE PAPERS: Material bearing written or printed information of importance, utility or service relating to a project or contract. Electronic information is also included.

WORK: The furnishing of all labor, materials, equipment, and/or incidentals necessary or convenient to the successful completion of the contract and carrying out of the duties and obligations imposed by the contract.

WORK SCHEDULE: The approved CPM or other work schedule prepared and submitted by the contractor.

SECTION 102-PREQUALIFICATION, SELECTION, PROPOSALS AND CONTRACT AWARDS

102.01 GENERAL. Section 102 covers VTrans requirements and procedures for contractor selection and contract processing for contractor service contracts.

102.02 CONTRACTOR QUALIFICATIONS. In the manner defined under 23 CFR Part 172 - Administration of Engineering and Design Related Service Contracts and similar CFR provisions, VTrans will annually advertise for potential contractors interested in performing professional services. To register with VTrans and be included on lists to perform work, potential contractors must fill out and submit Standard Form 330, Architect Engineer Qualifications, to the VTrans Contract Administration Section, National Life Building, 1 National Life Drive, Drawer 33, Montpelier, VT 05633-5001. A potential contractor may submit any additional information it believes will be beneficial to clarify its specialization and/or qualifications.

Contract Administration will maintain inventory files of all registered potential contractors, indexed by discipline, and an alphabetical listing of all firms by name.

Except for the Architectural/Engineering design field, qualification and/or registration of potential contractors desiring to perform contractual services is/are not required. However, all potential contractors are encouraged to register with VTrans Contract Administration to ensure they are considered for work in those disciplines for which they are qualified.

102.03 SCOPE OF WORK. The Project Manager is responsible for preparing a Scope of Work (SOW) for services to be performed pursuant to a contract.

At a minimum, each SOW shall contain the following:

- (a) The purpose and a description of the project, as well as a clear, accurate and detailed description of the work to be performed, including the project number, if assigned.
- (b) A description of standards that the services are required to meet.
- (c) All reporting and delivery requirements.
- (d) A time schedule that the contractor will need to meet.

102.04 ADVERTISEMENT OF SOLICITATIONS. All State departments and agencies are required to post on the Vermont Bid Information System Electronic Bulletin Board information pertaining to all contracts

available for bid with a value exceeding \$10,000.

The Vermont Bid Information System contains a summary of the RFPs, LOIs, Requests for Interest, and Requests for Quotations, job contracts and other opportunities currently being advertised by the State. Interested contractors may access this information at <http://www.vermontbidsystem.com/>

102.05 PROCEDURES FOR SELECTION. Except where otherwise required by federal, state or other laws, ordinances, or regulations, the customary process for selecting contractors for personal services is by competitive negotiation.

102.06 CONTRACTS. The successful contractor must return a signed Standard State of Vermont Contract for Personal Services within fifteen (15) calendar days of receipt (see attached Appendix A).

102.07 PRECEDENCE OF CONTRACT DOCUMENTS. These Specifications for Contractor Services, any Supplemental Specifications, and all other contract related documents are essential parts of the contract, and a requirement occurring in one is as binding as occurring in all. All contract documents are intended to be complementary and to describe and provide for a complete work. In case of discrepancy or conflict, precedence of the contract documents will be determined in the following order:

Contract Document Precedence

- (a) State of Vermont Standard Contract for Personal Services.
- (b) VTrans' Scope of Work.
- (c) VTrans' General Special Provisions for Contractor Services.
- (d) VTrans' Procedures for Selecting Contractors and Specifications for Contractor Services.
- (e) Contractor's Technical and Cost Proposals.

102.08 SHORT LIST DEVELOPMENT, ADVERTISEMENTS AND LETTERS OF INTEREST.

A short list of contractors will be developed by VTrans from a list of qualified contractors or interested contractors determined from responses to a public advertisement. All short lists will contain at least three contractors unless compelling circumstances warrant a reduced number. Contractors on the short list will be sent the RFP. Contractors not on the short list may request a copy of the RFP and submit a proposal. RFP notices will be posted on the VTrans website at <http://www.aot.state.vt.us/> and the Electronic Bulletin Board operated by the Agency of Commerce & Community Development at <http://www.vermontbidsystem.com> and may be advertised in newspapers and/or industry publications.

To be included on the qualified contractors list, a contractor must submit a completed *Standard Form 330 Architect Engineer Qualifications* to the VTrans Office of Contract Administration.

VTrans periodically solicits contractor qualifications for various types of services. Contractors that submit a completed Standard Form 330 will be added to the qualified contractors list. Contractors may submit a Standard Form 330 at anytime.

Occasionally, VTrans solicits for LOIs for services on a specific assignment. Solicitations may appear on the VTrans and Commerce & Community Development websites, in newspapers, and/or industry publications. The solicitation may contain a brief description of the services sought, anticipated schedule requirements, evaluation criteria, and a request for the submission of a LOI and Standard Form 330.

LOIs received from contractors will be evaluated based on the criteria listed in the solicitation. The criteria may include but may not be limited to:

- (a) Experience of firm.
- (b) Experience of key personnel.
- (c) Past performance on similar assignments.
- (d) Current and expected workload.
- (e) Quality and clarity of material submitted.

After the LOIs have been evaluated, a closed short list will be developed. Only those contractors on the closed short list will be provided with an RFP. Proposals will be accepted only from contractors on the closed short list.

At its discretion, VTrans may specify that a closed short list will be developed from the LOI and/or VTrans' qualified contractors list. In such cases, proposals will be accepted only from contractors on the closed short list.

If the solicitation for LOIs does not specify a closed short list, other qualified contractors may propose.

DIVISION 200- GENERAL REQUIREMENTS AND COVENANTS

SECTION 201 - INSURANCE

201.01 GENERAL. Prior to beginning any work pursuant to a contract, the contractor shall have the required insurance coverages in place. The certificate(s) of insurance coverage shall be documented on forms acceptable to the Agency. Compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the State, must be received prior to the effective date of the

contract. The insurance policy(ies) shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the State. If the contract is for a period greater than one year, evidence of continuing coverage must be submitted to the Agency on an annual basis. Certified copies of any insurance policies may be required. Each policy shall (except the professional liability and workers' compensation policies) name the State of Vermont as an insured for the possible liabilities resulting from the contractor's actions, errors, and/or omissions.

The contractor shall:

- (a) Verify that all subcontractors, agents or workers meet the minimum coverages and limits;
- (b) Maintain current certificates of coverage for all subcontractors, agents and/or workers;
- (c) Where appropriate, verify that all coverages include protection for activities involving hazardous materials; and
- (d) Verify that all work activities related to the contract are covered with at least the minimum coverages and limits. (See Appendix B - STATE OF VERMONT CUSTOMARY STATE CONTRACT PROVISIONS.)

No warranty is made that the coverages and limits required are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimums that must be met to protect the interests of the State.

201.02 VALUABLE PAPERS AND RECORDS INSURANCE. This Section, 201.02, applies only to those contracts specifically identified as requiring valuable papers insurance. The contractor shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the State or developed by the contractor, subcontractor, worker or agent, in the event of loss, impairment or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the contractor to, and accepted by, the State.

Valuable Papers and Records Insurance shall provide coverage on an "individual occurrence" basis with limits in the amount of at least one hundred thousand dollars (\$100,000).

201.03 RAILROAD PROTECTIVE LIABILITY. When the contract requires work on, over or under the right-of-way of any railroad, the contractor shall provide and file with the Agency, with respect to the operations that it or its subcontractor perform under the

contract, Railroad Protective Liability Insurance for and on behalf of the railroad as named insured, with the State named as additional insured, providing for coverage limits of:

- (1) not less than two million dollars (\$2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and
- (2) subject to that limit per accident, a total (or aggregate) limit of six million dollars (\$6,000,000) for all injuries to persons or property during the policy period.

If such insurance is required, the contractor shall obtain and submit the minimum coverage indicated above to the State prior to the commencement of rail-related work and/or activities, and shall maintain coverage until the work and/or activities is/are accepted by the State.

201.04 RETAINAGE AND LIQUIDATED DAMAGES. Pursuant to the provisions of Agency of Administration Bulletin 3.5 - Contracting Procedures, VTrans has considered whether consultant services contracts should contain provisions that provide for liquidated damages and/or retainage. As a general principle, based on experience and policy, VTrans has chosen not to include liquidated damages and retainage in its consultant services contracts.

However, should a Project Manager believe that liquidated damages and/or retainage provision is/are advisable, necessary and proper for a given consultant services contract, the Project Manager is encouraged to propose such a provision(s) for consideration as part of the Special Provisions for the contract.

201.05 PROFESSIONAL LIABILITY INSURANCE.

- (a) General. This Section, 201.05, applies only to those contracts specifically identified as requiring Errors & Omissions (E&O) Insurance. The contractor shall carry architects/engineers professional liability insurance covering errors and omissions made during performance of contractual duties with the following minimum limits:

\$2,000,000 - Annual Aggregate
\$2,000,000 - Per Claim

- (b) Deductibles. The contractor shall be responsible for any and all deductibles.
- (c) Coverage. Prior to performing any work, the contractor shall provide evidence of E&O insurance coverage defined under this Section. In addition, the contractor shall

maintain continuous professional liability coverage for the period of the contract and for a period of five years following substantial completion of construction.

SECTION 202 - COMPLIANCE WITH LAWS

202.01 GENERAL COMPLIANCE WITH LAWS; RESPONSIBILITY FOR VIOLATION.

The contractor shall observe and comply with all federal, state, and municipal laws, bylaws, ordinances, and regulations in any manner affecting the conduct of the work and the action or operation of those engaged in the work, including all such orders or decrees as exist at present and those which may be enacted, adopted, or issued later by bodies or tribunals having any jurisdiction or authority over the work; and the contractor shall defend, indemnify and save harmless the State, any affected railroad(s), and any affected municipality(ies), and all their officers, agents, and employees against any claim or liability arising from or based on the violation of any such law, bylaws ordinances, regulations, order, or decree, whether by the contractor in person, its employee(s), or by the contractor's subcontractor(s) or agent(s), or employee(s) or agents thereof.

If the contractor discovers any provision(s) in the contract contrary to or inconsistent with any law, ordinance, regulation, order, or decree, the contractor shall immediately report it to the Project Manager in writing.

In particular, but not limited thereto, the contractor's attention is directed to the various regulations promulgated and enforced by the United States, VOSHA, environmental protection, and other resource agencies.

202.02 SEVERABILITY. Provisions of the contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If for any reason a provision in the contract is unenforceable or invalid, that provision shall be deemed severed from the contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the contract.

202.03 DEBARMENT CERTIFICATION. By signing a contract, the contractor certifies to the best of its knowledge and belief that neither it nor its principals:

- (a) Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency;
- (b) Are not presently suspended, debarred, voluntarily excluded or determined ineligible by any federal/state

agency;

- (c) Do not have a proposed debarment pending; and
- (d) Have not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial or termination of the contract, but will be considered in determining the contractor's responsibility. The contract shall indicate any exception, identify to whom or to what agency it applies, and state the date(s) of any and all action(s). Providing false information may result in criminal prosecution and/or administrative sanctions.

202.04 LOBBYING. The contractor certifies, by signing the contract, that to the best of its knowledge, belief, and ability:

- (a) No state/federal appropriated funds have been paid or will be paid by or to any person influencing or attempting to influence an officer or employee of a government agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any state/federal contract, the making of any state/federal grant, the making of any state/federal loan, the entering into of any cooperative agreement, or the extension, renewal, amendment or modification of any state/federal contract grant, loan or cooperative agreement.
- (b) If any funds, other than state/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 state/federal agency, a member of Congress, or an employee of a member of Congress in connection with this state/federal contract grant loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (c) That it shall require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontractors, sub-grants and agreements under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact, upon which reliance was placed when the contract was made or entered into. Submission of this certification is a prerequisite for making or entering into the contract, imposed by Title 31, Section 1352

U.S.C.

202.05 DBE POLICY REQUIREMENTS.

- (a) Policy: It is the policy of the USDOT that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
- (b) DBE Obligation: The State and its contractors agree to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. The State and its contractors shall not discriminate on the basis of race, color, sex, national origin, physical disability or veteran status in the award and performance of USDOT assisted contracts.
- (c) Sanctions for Noncompliance: The contractor is hereby advised that failure of a contractor or subcontractor performing work under this contract to carry out the requirements established under Sections 202.05 (a) and (b) shall constitute a breach of contract and, after notification by the VTrans Secretary, may result in termination of this contract by the State or such remedy as the State may deem appropriate.
- (d) Inclusions in Subcontracts: The contractor shall insert the following DBE policy requirements in each of its subcontracts and shall insert a clause requiring its subcontractors to include these same requirements in any lower tier subcontracts that the subcontractors may enter into, together with a clause requiring the inclusion of the DBE policy requirements in any further subcontracts that may in turn be made:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, sex, national origin, physical disability or veteran status in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 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 contractor deems appropriate."

This DBE policy must be included in all subcontracts, and

shall not be incorporated by reference.

- (e) VAOT Annual DBE Goal: VAOT sets an overall annual goal for DBE participation on federally funded contracts, that is reviewed and revised each year, in accordance with the requirements of 49 CFR Section 26.45. For the specification of the overall annual DBE goal and an explanation of goal-setting methodology, contractors are directed to the VAOT DBE webpage at <http://www.aot.state.vt.us/CivilRights/DBE.htm>.

202.06 CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY. During performance of the contract, the contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, ancestry, sex, creed, sexual orientation, national origin, physical or mental condition, disability or place of birth.

The contractor shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, and Executive Order 11246 as amended by Executive Order 11375. The contractor shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR Part 21 through Appendix C. Accordingly, all subcontracts shall include reference to the above.

The contractor shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

202.07 ENVIRONMENTAL REGULATIONS. Any contract in excess of one hundred thousand dollars (\$100,000.00) shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. Part 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. Part 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), that prohibit the use, under non-exempt federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provisions require reporting of violations to the grantor, Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

In the event of conflict between these environmental requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

202.08 FALSE STATEMENTS. To assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations

made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law (see 18 U.S.C. 1020.)

202.09 PROMPT PAYMENT. The contractor, by accepting and signing the contract, agrees to fully comply with the provisions of 9 V.S.A. Chapter 102, also referred to as Act No. 74 of 1991 or the Prompt Payment Act, as amended. This will apply whether or not the contract falls under the literal provisions of 9 V.S.A. Chapter 102.

On all federal-aid and state funded contracts, the contractor, during the life of the contract and on a monthly basis, shall submit electronically, a listing of payments to subcontractors on the form specified by the State and made available at: <http://apps.vtrans.vermont.gov/consultants/>. Electronic reports shall be filed with VTrans Office of Civil Rights by an authorized representative and received in the VTrans Office of Civil Rights on or before the tenth working day after month end. Contractors without access to the internet shall obtain and submit manual reports to the VTrans Office of Civil Rights. Manual reports shall be signed by an authorized representative, sent to the VTrans Office of Civil Rights, and postmarked on or before the tenth working day after month end. There shall be no direct compensation allowed the contractor for this work, but the cost thereof shall be included in the general cost of the work.

In accordance with 9 V.S.A. Section 4003, notwithstanding any contrary contract, payments shall be made within seven days from receipt of a corresponding progress payment by the State to the contractor, or seven days after receipt of a subcontractor's invoice, whichever is later. Failure to comply constitutes violation of this contract.

Violations shall be reported to the VTrans Office of Civil Rights for review. Failure to resolve disputes in a timely manner will result in a complaint made to the Agency's Chief of Contract Administration. In the Agency's judgment, appropriate penalties may be invoked for failure to comply with this specification. Penalties may include debarment or suspension of the ability to submit proposals.

This section shall be included in the prime contractor's contract made with all of its subcontractors.

SECTION 203 - CONTRACT PROVISIONS

203.01 ADMINISTRATION REQUIREMENTS. By signing the contract the

contractor agrees to comply with the following provisions and certifies that the contractor is in compliance with the provisions of 49 CFR Part 18.36 - Procurement, (i)- Contract Provisions, with principal reference to the following:

- (a) STATE'S OPTION TO TERMINATE. The contract may be terminated in accordance with the following provisions:
- (1) Breach of Contract: Administrative remedies - the State may terminate the contract for breach of contract. Termination for breach of contract will be without further compensation to the contractor.
 - (2) Termination for Cause: Upon written notice to the contractor, the State may terminate the contract, as of the date specified in the written notice by the State, if the contractor fails to complete the designated work to the satisfaction of the State within the time schedule agreed upon. The contractor shall be compensated on the basis of the work performed and accepted by the State at the date of termination.
 - (3) Termination for Convenience: The State may, at any time prior to completion of services specified under the contract, terminate the contract by submitting written notice to a contractor fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so.

When a contract is terminated for the State's convenience, payment to the contractor will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made.

When the State terminates the contract for its convenience, the State shall make an equitable adjustment of the contract price, but in doing so shall include no payment or other consideration for anticipated profit on unperformed services.

However, if a notice of termination for convenience is given to a contractor prior to completion of twenty (20) percent of the services provided for in the contract (as set forth in the approved Work Schedule and Progress Report) the contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to the date of the notice of termination that are in excess of the amount earned under the approved fees to the date

of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the State's approval.

The contractor shall make no claim for additional compensation against the State by reason of such termination.

- (4) Lack of Funding: If postponement, suspension, abandonment, or termination is ordered by the State because it lacks sufficient funding to complete or proceed with the project, the contractor may not make a claim against the State in any form or forum for loss of anticipated profit.
- (b) Proprietary Rights: If a patentable discovery or invention results from work performed under the contract, all rights accruing from such discovery or invention shall be the sole property of the contractor. The State and the United States Government shall have an irrevocable, nonexclusive, non-transferable, and royalty free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the contract.
- (c) Publications: All data, EDM, valuable papers, photographs and any other documents produced under the terms of the contract shall become the property of the State of Vermont. The contractor agrees to allow access to all data, EDM, valuable papers, photographs, and other documents at all times. The contractor shall not copyright any material originating under the contract without prior written approval of the State.
- (d) Ownership of the Work: All studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM, photographs, and other material prepared or collected by the contractors, hereafter referred to as "instruments of professional service," shall become the property of the State as they are prepared and/or developed during performance of the work of the contract. If a contractor uses a proprietary system or method to perform the work, only the product will become the property of the State.

The contractor shall surrender to the State upon demand or submit for inspection at any time any instruments of professional service that have been collected, undertaken or completed by the contractor pursuant to the contract. Upon completion of the work, these instruments of

professional service will be appropriately endorsed by the contractor and turned over to the State.

Data and publication rights to any instruments of professional services produced under the contract are reserved to the State and shall not be copyrighted by the contractor at any time without written approval of the State. No publication or publicity of the work, in part or in total, shall be made without the consent of the State, except that contractors may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

- (e) Rights and Remedies Additional: The rights and remedies of the State under this Section 203.01 are in addition to any other rights and remedies that the State may possess by law or under this contract.
- (f) Decisions Final and Binding: Decisions of the State on matters discussed in this Section 203.01 shall be final and binding.

203.02 PERSONNEL REQUIREMENTS AND CONDITIONS. The contractor shall employ only qualified personnel to supervise and perform the work. The State shall have the right to approve or disapprove key personnel assigned to administer activities related to the contract.

The contractor shall supply resumes for staff proposed to work on assignment and/or under retainer contracts for State review and acceptance or rejection. This requirement may be waived if the proposed staff has worked on similar projects for the State in the past. The State retains the right to interview the proposed staff.

Except with the approval of the State, during the life of the contract, the contractor shall not employ:

- (a) Personnel on the payroll of the State who are directly involved with the awarding, administration, monitoring, or performance of the contract or any project that is the subject of the contract.
- (b) Any person so involved within one (1) year of termination of employment with the State.

The contractor warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the contractor, to solicit or secure the contract, and that no company or person has been paid or has a contract with the contractor to be paid, other than a bonafide employee working solely for the contractor, any fee, commission, percentage, brokerage fee, gift,

or any other consideration, contingent upon or resulting from the award or making of the contract. For breach or violation of this warranty, the State shall have the right to terminate the contract, without liability to the State, and to retrieve all costs incurred by the State in the performance of the contract.

The State reserves the right to require removal of any person employed by a contractor from work related to the contract for misconduct, incompetence, or negligence, or who neglects or refuses to comply with the requirements of the contract. The decision of the State, in the due and proper performance of its duties, shall be final and not subject to challenge or appeal beyond the appropriate division Director.

203.03 CONFLICT OF INTEREST. A contractor performing services for the Agency of Transportation in connection with a project shall not have, directly or indirectly, a financial or other personal interest, other than the contractor's employment or retention by the Agency of Transportation in any contract or subcontract in connection with such project. No officer or employee of such a contractor retained by the Agency of Transportation shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the Agency of Transportation, and such officer, employee or person has not participated in such acquisition for and in behalf of the Agency of Transportation.

203.04 ASSIGNMENTS, TRANSFERS AND SUBLETTING. The contractor shall not assign, sublet, or transfer any interest in the work covered by the contract without prior written consent of the State and appropriate federal agencies, if applicable. Further, if any subcontractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the State. The approval or consent to assign, sublet or assign any portion of the work shall in no way relieve the contractor of responsibility for the performance of that portion of the work so affected. Except as otherwise provided in these specifications, the form of the subcontractor's contract shall be as developed by the contractor.

Any authorized subcontracts shall contain all of the same provisions specified for and attached to the original contract with the State.

203.05 PERFORMANCE AND COMPLETION OF WORK. The contractor shall perform the services specified in accordance with the terms of the contract and shall complete the contracted services by the completion dates specified in the contract.

With the exception of ongoing obligations (e.g., insurance,

ownership of the work, and appearances) upon completion of all services covered under the contract and payment of the agreed upon fee, the contract with its mutual obligations shall be terminated.

If, at any time during or after performance of the contract, the contractor discovers any design errors, change(s) in standards, work product, or other issues that warrant change(s), the contractor shall notify the Project Manager immediately. This paragraph also applies to those projects that are under construction or have been constructed.

203.06 CONTINUING OBLIGATIONS. The contractor agrees that if, because of death(s) or other occurrences, it becomes impossible to effectively perform its services in compliance with the contract, neither the contractor nor its surviving principals shall be relieved of their obligations to complete the services under the contract. However, the State may terminate the contract if it considers a death, incapacity, or other removal of any principal(s) and/or key project personnel to be a loss of such magnitude that it would affect the contractor's ability to satisfactorily comply with the contract.

203.07 APPEARANCES.

- (a) Hearings and Conferences: The contractor shall provide professional services required by the State that are necessary for furtherance of any work covered under the contract. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its services provided under the contract.

The contractor shall perform any liaison that the State deems necessary for the furtherance of the work and participate with the State, at any reasonable time, in conferences, concerning interpretation and evaluation of all services provided under the contract.

The contractor further agrees to participate in meetings with the State, applicable Federal Agencies, and any other interested or affected participants for the purpose of review or resolution of any conflicts pertaining to the contract. The contractor shall be equitably paid for such services, and for any reasonable expenses incurred in relation thereto, in accordance with the contract.

- (b) Appearance as Witness: If and when required by the Agency, the contractor, or an appropriate representative, shall prepare for and appear in, on behalf of the State, any litigation or other legal proceeding concerning any

relevant project or related contract. The contractor shall be equitably paid for such services, and for any reasonable expenses incurred in relation thereto, in accordance with the contract.

203.08 CHANGES AND AMENDMENTS. Extra work, additional services or changes may necessitate the need to amend the contract. Extra work, additional services or changes must be properly documented and approved by the Agency's Secretary of Transportation, or an authorized official delegated this responsibility, prior to initiating action of any extra work, additional services, or changes.

203.09 APPENDICES. The State may attach to these specifications appendices containing various forms and typical sample sheets for guidance and assistance to the contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the State. It is the responsibility of the contractor to ensure that it has the latest versions applicable to the contract.

203.10 EXTENSION OF TIME. The contractor agrees to perform the work in a diligent and timely manner; no charges or claims for damages shall be made by the contractor for delays or hindrances from any cause whatsoever. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the State may decide. Time extensions may be granted only by amendment, and only for excusable delays such as delays beyond the control of the contractor and without the fault or negligence of the contractor.

The contractor may, with justification, request in writing an extension of the allotted time for completion of the work. A request for extension will be evaluated, and if the State determines that the justification is valid, an extension of time for completion of the work may be granted. A request for extension of time must be made before the contractor is in default.

The decision of the State relative to granting an extension of time shall be final and binding.

203.11 RESOLUTION OF CONTRACT DISPUTES. The parties shall attempt to resolve any disputes that may arise under the contract by negotiation. Any dispute not resolved by negotiation shall be referred to the appropriate Director for determination. If the contractor is aggrieved by the decision of the Director, the contractor may appeal in writing to the Transportation Board, through the Director, within 30 calendar days of the Director's decision, but not thereafter. The notice of appeal shall completely outline the nature and extent of the issue(s) appealed and shall include copies of any and all supporting documentation. The decision of the Transportation Board may be appealed to Vermont

Superior Court by either party as provided in 19 V.S.A. 5c.

203.12 EXCUSABLE FAILURE TO COMPLY WITH TIME SCHEDULE. Neither party hereto shall be held responsible for delay in performing the work encompassed herein when such delay is due to unforeseeable causes such as, but not limited to, acts of God or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the contract within two (2) years of the originally scheduled completion date, either party may by written notice request an extension of time or terminate the contract.

203.13 NO ADVANTAGE FROM ERRORS OR OMISSIONS IN CONTRACT DOCUMENTS. Neither the contractor nor the State shall take advantage or be afforded any benefit as the result of apparent error(s) or omission(s) in the contract documents. If either party discovers error(s) or omission(s), it shall immediately notify the other.

203.14 NON-HOSTILE-ACT CLAUSE. Except as provided below, or otherwise agreed to in writing by a duly authorized representative of the State, the contractor agrees that during the term of this contract, and also after termination of this contract, it will not represent or render assistance to anyone in any matter, proceeding, or lawsuit against or otherwise adverse to the interests of the State of Vermont or any of its agencies or instrumentalities in a matter, proceeding, or lawsuit substantially related to any aspects of any work or projects to which this contract relates. Contractor also agrees to include written provision in any of contractor's subcontracts with others relating to this contract, providing that such subcontractors also recognize and agree to be bound by this duty of loyalty to the State regarding any aspects of any work or projects to which this contract relates.

SECTION 204 - OPERATIONAL STANDARDS

204.01 RESPONSIBILITY FOR SUPERVISION. The contractor shall be responsible for supervision of contractor employees and subcontractors for all work performed under the contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the contract.

204.02 WORK SCHEDULE AND PROGRESS REPORTS. Prior to initiating any work, the contractor shall work with the Agency's Project Manager to develop a work schedule showing how the contractor will complete the various phases of work to meet the completion date and any interim submission date(s) in the contract. The State will use this work schedule to monitor the contractor.

The contractor during the life of the contract shall make monthly progress reports, or as determined by the Project Manager, indicating the work achieved through the date of the report. The contractor shall link the monthly progress reports to the schedule. The report shall indicate any matters that have, or are anticipated to, adversely affected progress of the work. The State may require the contractor to prepare a revised work schedule in the event that a specific progress achievement falls behind the scheduled progress by more than thirty (30) days. The revised work schedule shall be due as of the date specified by the State.

204.03 UTILITIES. Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by proposed construction, the design contractor shall consult with the Agency's Utility Section and initiate contacts and/or discussions with the affected owner(s) regarding requirements necessary for revision of facilities, both above and below ground. All revisions must be completely and accurately exhibited on detail sheets or plans. The contractor shall inform the State, in writing, of all contacts with utility facility owners, and the results thereof.

204.04 PUBLIC RELATIONS. Whenever it is necessary to perform work in the field (e.g., with respect to reconnaissance, testing, construction inspection and surveying) the contractor shall endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the contractor shall conduct themselves with propriety. If there is need to enter upon private property to accomplish the work under the contract, the contractor shall inform property owners and/or tenants in a timely manner and in accordance with relevant statutes. All work will be done with minimum damage to the land and disturbance to the owner thereof. Upon request of the contractor, the State shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the contractor is acting on behalf of the State.

204.05 INSPECTION OF WORK. The State and applicable federal agencies shall, at all times, have access to the contractor's work for the purposes of inspection, accounting and auditing, and the contractor shall provide appropriate and necessary access to accomplish inspections, accounting, and auditing. The contractor shall permit the State, or representative(s) of the State, the opportunity at any time to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the contractor pursuant to the contract.

A conference, visit to a site, or inspection of the work may be held at the request of the contractor, State, and appropriate federal agency(ies).

204.06 WRITTEN DELIVERABLES/REPORTS. Unless otherwise identified in the SOW, written deliverables presented under terms of the

contract shall be on 8.5" by 11" paper, consecutively printed on both sides. Reports shall be bound and have a title page that identifies the name and number of the project, if applicable, and publication date. The report shall have a table of contents and each page shall be numbered consecutively. Draft reports shall be clearly identified as such.

SECTION 205 - PROJECT DEVELOPMENT AND STANDARDS

205.01 PLANS, RECORDS AND AVAILABLE DATA. At the request of the contractor, the State will make available to the contractor, at no charge, all information and data related to the contract.

205.02 DESIGN SPECIFICATIONS, STANDARDS, MANUALS, GUIDELINES, DIRECTIVES, AND POLICIES. The contractor shall comply with all applicable statutes, regulations, ordinances, specifications, manuals, standards, guidelines, policies, directives and any other requirements related to the contract.

In case of any conflict with the items referenced above, the contractor is responsible to ascertain and follow the direction provided by the State.

205.03 ELECTRONIC DATA MEDIA. Contractors, subcontractors, and representative(s) thereof performing work related to the contract shall ensure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage.

(a) CADD Requirements:

CADD requirements are available in "The Vermont Agency of Transportation CADD Standards and Procedures Manual" on the VTrans web page at <http://www.aot.state.vt.us>. VTrans has developed this manual to ensure that all electronic CADD files delivered to and taken from the Agency are in formats that can be utilized for engineering purposes without modification. VTrans will not accept or pay for any CADD files which do not adhere to the requirements specified in the CADD manual.

(b) VTrans Web Page and File Transfer Protocol (FTP) Site Disclaimer.

The files located on the VTrans web page and FTP site are subject to change. The contractor is responsible for maintaining contact with VTrans to determine if any changes affect the work being produced by the contractor. Although VTrans makes every effort to ensure the accuracy of its work, it cannot guarantee that transferred files are error free. VTrans is not responsible in any way for

costs or other consequences, whether direct or indirect, that may occur to the contractor or any subsequent users of the information due to errors that may or may not be detected.

(c) Geographic Information System Requirements.

The contractor shall provide to the State all spatially-referenced digital data developed for or used in a project. Such data shall conform to relevant standards and guidelines of the Vermont Geographic Information System with respect to digital media, data format, documentation, and in all other respects. Copies of the standards and guidelines can be obtained from the Vermont Center for Geographic Information, Inc., 58 South Main Street Suite 2, Waterbury, VT 05676; (802) 882-3000 or at <http://www.VCGI.org>.

(d) Data Specifications.

- (1) Data structures (databases, data files, and other electronic information) shall provide 4-digit date century recognition. Example: 2016 provides "date century recognition," while '16 does not.
- (2) All stored data shall contain date century recognition, including, but not limited to, data stored in databases and hardware/device internal system dates.
- (3) Calculations and program logic shall accommodate both same century and multi-century formulas and data values. Calculations and program logic includes, but are not limited to, sort algorithms, calendar generations, event recognition, and all processing actions that use or produce data values.
- (4) Interfaces to and from other systems or organizations shall prevent non-compliant dates and data from entering or exiting any State system.
- (5) User interfaces (*i.e.*, screens, reports, and similar items) shall accurately show 4-digit years.

(e) General Specifications.

VTrans has standardized on Microsoft Office Desktop Suite. To provide uniform and consistent integration with electronic data transfer, all data, other than specific applications previously mentioned, shall be in Microsoft's Office format. The desktop suite includes word processing, spread sheets and presentations. All

transmissions of e-mail must be in Rich Text (RTF) or Hyper Text Markup Language (HTML) format.

205.04 REVIEWS AND APPROVALS. All work prepared by the contractor, subcontractor(s), and representatives thereof pursuant to the contract shall be subject to review and approval by VTrans. Approval for any work shall be documented in writing.

Approvals shall not relieve a contractor of its professional obligation to correct any defects or errors in the work at the contractor's expense.

The pertinent federal entity may independently review and comment on the contract deliverables. The contractor, through VTrans, shall respond to all official comments regardless of their source. The contractor shall supply VTrans with written copies of all correspondence relating to reviews. All comments must be satisfactorily resolved before the affected work is advanced.

SECTION 206 - PAYMENT FOR SERVICES RENDERED

206.01 PAYMENT PROCEDURES. The State will pay the contractor, or the contractor's legal representative, progress payments monthly or as otherwise specified in the contract.

- (a) General: Payment generally will be determined by the percentage of work completed as documented by a progress report of such work. The total percentage of work billed shall be within ten (10) percent of the total percentage of work completed. The percentage of work completed is based on the actual contract work produced, as outlined in the monthly progress report.
- (b) Hourly-Type Contracts: For hourly type contracts, payments will be made based on documented hours worked and direct expenses encumbered.
- (c) Actual Costs and Fixed Fees: When applicable for the type of payment specified in the contract, the progress report shall summarize actual costs and any earned portion of a fixed fee.
- (d) Maximum Limiting Amount Cannot Be Exceeded: The total amount invoiced for the contract and the total amount paid pursuant to the contract cannot exceed the contract's Maximum Limiting Amount.
- (e) Invoices: Invoices shall be submitted to the Agency's Project Manager. The invoice must adhere to all terms of the contract. The "final invoice" shall be so labeled. All invoices must:

- 1) Be originals signed by a company official and be accompanied by three copies, with documentation for the original and all copies.
 - 2) Indicate the appropriate project name, project number if applicable, and contract number. When applicable, invoices shall further be broken down in detail between projects.
 - 3) Be dated and list the period of performance for which payment is requested.
 - 4) Include a breakdown of direct labor hours by classification of labor, phases and tasks, if applicable. For reporting purposes, however, the amounts can be combined for phases that are paid from the same funding source.
 - 5) Not include overtime rates unless the Agency's contract or Project Manager provides prior written approval, if applicable. Information regarding overtime can be found in 48 CFR Ch. 1, Section 22.103.
 - 6) Be accompanied by documentation to substantiate necessary charges. Documentation of all charges must accompany the original invoice and each copy.
- (f) Meals and Travel Expenses: When applicable for the type of payment specified in the contract, reimbursement of expenses for meals and travel shall be limited to the current, approved in-state rates as determined by the State's non-management bargaining unit labor contract, and need not be receipted. Current in-state rates may be obtained from the Agency's Contract Administration Section.
- (g) Other Expenses: Expenses for the following items will be reimbursed at reasonable rates as determined by the Agency. In all instances, receipts or bills indicating costs pertaining to the project identified, inclusive of any discounts given to the contractor, must be submitted.
1. Lodging.
 2. Telephone and fax.
 3. Printing and reproduction.
For printing and reproduction work performed within the contractor's firm, log sheets are sufficient if they clearly indicate the contract or project copies.

4. Postage and shipping.

Contractor shall choose the most economical type of service (regular mail, overnight express, other) workable for the situation. The use of express mail or overnight delivery should be limited to those instances when such expenditures are warranted.

Reimbursement of all other expenses is subject to approval by the State and all other reimbursement requests must include receipts or other documentation to substantiate the expenses. Except as otherwise provided in the contract, all requests for reimbursement of direct expenses must reflect actual costs inclusive of any discounts given to the contractor.

The contractor must attach any subcontractor invoices, ensure that they adhere to the terms of the contract, and include all necessary receipts and other documentation.

- (h) Payment Is Not Acceptance: Approval given or payment made under the contract shall not be conclusive evidence of the performance of said contract, either wholly or in part. Payment shall not be construed to be acceptance of defective work or improper materials.
- (i) Payment for Adjusted Work: As adjustments are required for additions, deletions, or changes to the contract, payment for such work shall be in accordance with Subsection 206.02 - Payment for Additions, Deletions or Changes and/or any applicable fees set forth in amendment(s) to the contract.
- (j) If the contractor discovers error in a submitted invoice or payment, the contractor shall notify the Project Manager of the error prior to the submission of any additional invoices. The Project Manager will provide direction on how the error is to be resolved.

206.02 PAYMENT FOR ADDITIONS, DELETIONS OR CHANGES. The State may, upon written notice, require changes, additions or deletions to the work/contract. Whenever possible, any such adjustments shall be administered under the appropriate fee established in the contract based on the adjusted quantity of work.

The State may, upon written notice, and without invalidating the contract, require changes resulting from revision or abandonment of work already satisfactorily performed by the contractor or changes in the SOW.

If the value of such changes, additions or deletions is not otherwise reflected in payments to the contractor pursuant to the contract, or if such changes require additional time and/or expense to perform the work, the contract may be amended accordingly.

The contractor agrees to maintain complete and accurate records, in a form satisfactory to the Agency, for any extra work or additional services in accordance with Subsection 204.05 - Inspection of Work. When extra work or additional services are ordered, the contractor shall perform such work or services only after an amendment has been fully executed or a written notice to proceed is issued by the State.

SECTION 207 - AUDIT REQUIREMENTS

207.01 AUDIT REQUIREMENTS.

Contracts of Two Hundred Fifty Thousand Dollars (\$250,000.00) and Over:

The contractor shall furnish the Agency with independently-prepared, properly supported indirect cost rates for all the time periods covered under the contract. These rates must be developed in accordance with the cost principles in 48 CFR Part 31. Unless otherwise specified in the contract, the contractor's overhead rate shall be based on actual, audited overhead costs.

Contracts Under Two Hundred Fifty Thousand Dollars (\$250,000.00):

The contractor may submit internally generated indirect cost computations and the related schedules.

Additional information may be requested from a new contractor executing a contract under \$250,000.00 or in some cases from contractors with existing or previous contracts with the Agency if any of the following conditions or areas of concern exist:

- There is insufficient knowledge of the consultant's accounting system.
- There is previous unfavorable experience regarding the reliability of the consultant's accounting system
- The contract involves procurement of new equipment or supplies for which cost experience is lacking.
- There have been issues with adherence to Federal and State regulations and policies.
- Capacity - ensuring ongoing delivery

SECTION 208 - SECRETARY OF STATE

208.01 REGISTRATION WITH SECRETARY OF STATE. The contractor shall be registered with the Vermont Secretary of State to do business in the State of Vermont if the contractor:

- (a) Is a domestic or foreign corporation.
- (b) Is a resident co-partner or resident member of a co-partnership or association.
- (c) Is (are) a non-resident individual(s) doing business in Vermont in his/her (their) individual capacity(ies).
- (d) Is doing business in Vermont under any name other than the Contractor's own personal name.

This registration must be complete prior to contract preparation.

APPENDIX A

**STATE OF VERMONT
STANDARD CONTRACT
FOR PERSONAL
SERVICES**

STATE OF VERMONT Contract # _____

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont,
_____ (hereafter called “State”), and _____, with _____
principal place of business in _____, (hereafter called “Contractor”).
Contractor’s form of business organization is _____. It is the contractor’s
responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor
is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is services generally on the subject of
_____. Detailed services to be provided by the contractor are
described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State
agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B,
a sum not to exceed \$_____.00.
4. **Contract Term.** The period of contractor’s performance shall begin on _____, 20____
and end on _____, 20____.
5. **Prior Approvals.** If approval by the Attorney General’s Office or the Secretary of
Administration is required, (under current law, bulletins, and interpretations), neither this
contract nor any amendment to it is binding until it has been approved by either or both such
persons.
 - Approval by the Attorney General’s Office /is/is not/ required.
 - Approval by the Secretary of Administration /is/is not/ required.
 - Approval by the CIO/Commissioner DII /is/is not/ required.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Cancellation.** This contract may be canceled by either party by giving written notice at least ____ days in advance.

8. **Attachments.** This contract consists of ____ pages including the following attachments which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C – “Standard State Contract Provisions,” a preprinted form (revision date 12/08/08), except that the following numbered paragraphs are not included:

_____.

Attachment D - Other Provisions

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

By the State of Vermont:

Date: _____

Signature: _____

Name: _____

Agency: _____

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

APPENDIX B

STATE OF VERMONT CUSTOMARY STATE CONTRACT PROVISIONS

State of Vermont – Attachment C_12/08/08

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses

arising from any act or omission of the Party.

7. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit. Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at:

<http://finance.vermont.gov/forms>

10. Records Available for Audit: The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

a. is not under any obligation to pay child support; or

b. is under such an obligation and is in good standing with respect to that obligation; or

c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his

Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include all subcontract or subgrant agreements and a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

(End of Standard Provisions)

Consultant and Sub-Consultants Information

Use additional pages as necessary

Name of Your Company	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	

Submitted By (Your Company):	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	

Go Vermont Vanpool Services

Rate Sheet

Contractor Name:

Vanpool

Price per Month

	\$
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Appendix C: Vanpool Projections Tool