**REQUEST FOR PROPOSAL**

**ADA PARATRANSIT SERVICES**

City of Longview/RiverCities Transit

P.O. Box 128

1525 Broadway

Longview, WA 98632

RELEASE DATE: April 26, 2025

DEADLINE FOR QUESTIONS: May 16, 2025

RESPONSE DEADLINE: May 27, 2025, 2:00 pm

ELECTRONIC RESPONSES MUST BE SUBMITTED TO:

Bonfire

City of Longview/RiverCities Transit  
REQUEST FOR PROPOSAL  
ADA Paratransit Services

1. Introduction
2. Proposal Information
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9. Federal Requirements $10,000 to $25,000
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Attachments:

A - Scope of Work 2025 ADA Paratransit Services

B. Definitions

# INTRODUCTION

The City of Longview/RiverCities Transit, (hereinafter referred to as RCT), a city of the State of Washington, located at 1525 Broadway, Longview, WA 98632, is soliciting proposals from qualified firms to provide the following services and requests listed below.

RCT is soliciting sealed electronic proposals in response to Request for Proposal (RFP) 2025 ADA Paratransit Services.

Proposals are due on **Tuesday, May 27, 2025,** no later than 2:00 pm Pacific Daylight Time (PDT). Summary

The Cowlitz Public Transportation Benefit Authority (PTBA) was formed in 1987 to fund the transit system in Longview and Kelso, Washington. The Cowlitz Transit Authority (CTA), a five-member board consisting of two members of the Longview City Council, two members of the Kelso City Council, one Cowlitz County Commissioner, and one non-voting Amalgamated Transit Union representative, governs the PTBA. CTA functions as a taxing authority only.

CTA has contracts for legal counsel and utilizes the services of the Cowlitz County Treasurer but has no other staff. CTA contracts all transit operations, maintenance, and capital improvement-related functions including, management, administration, drivers, and maintenance, to the City of Longview (City). The City subcontracts to provide the required complementary paratransit service. The City and CTA jointly govern the public transportation system, which operates as RiverCities Transit (RCT). The contract that results from this RFP will be solely with the City.

CTA’s Mission: “To enhance the quality of life in our area, the Cowlitz Transit Authority provides safe, reliable, and efficient transit services that link people, jobs, and communities.” RCT’s values are safety, security, customer service, and schedule.

RCT offers a variety of transportation services, including fixed route bus service within Longview and Kelso, fixed route deviation service, and curb-to-curb (or greater) ADA paratransit service identified as RiverCities LIFT (LIFT). This service area encompasses approximately 27 square miles and contains an estimated 50,600 residents. RCT currently also operates a pilot fixed route deviation service to the unincorporated community of Lexington, with an estimated population of 4,000. (See map below.)

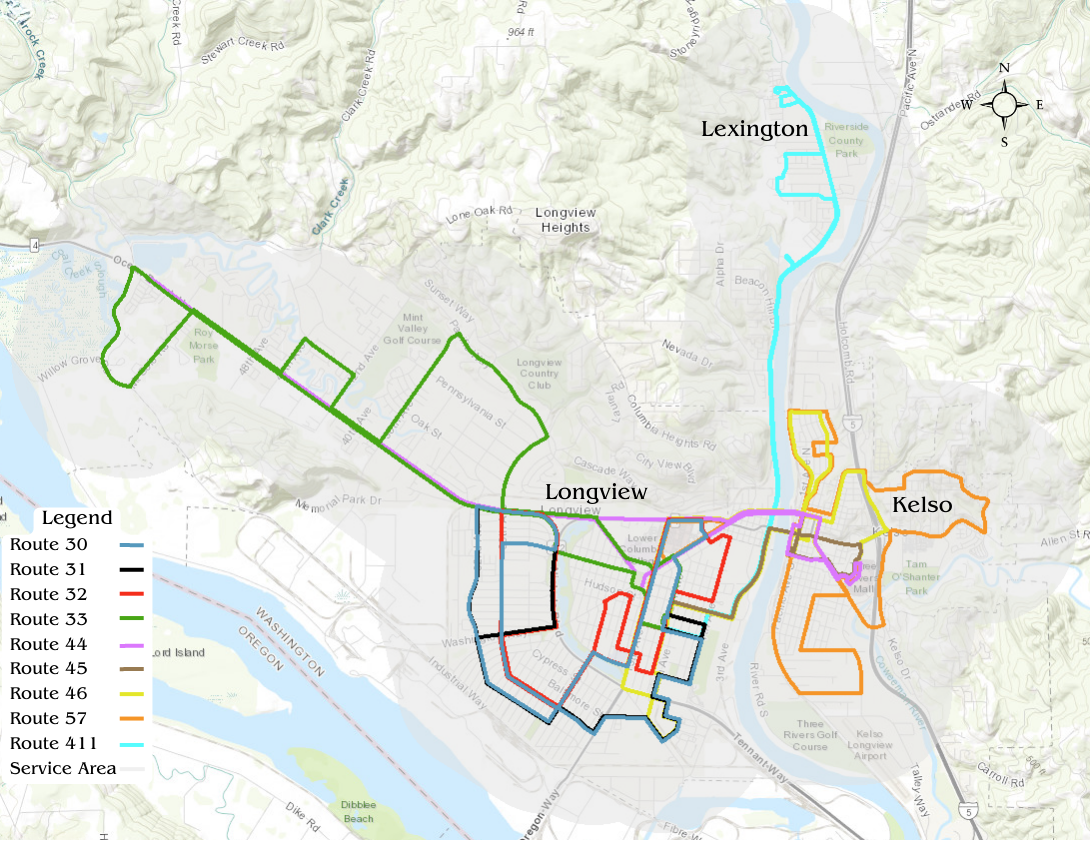


Figure 1 - 2024 Service Map

## Background

LIFT service is available throughout the same hours and days as fixed route service. Where trips on the fixed route bus service are provided at time intervals, LIFT service is provided on approximately the same fixed route frequency as per ADA Circular 4710.1. Service hours are as follows:

⁃ Monday – Friday: 6:30 am – 7:00 pm

⁃ Saturday: 8:00 am – 6:00 pm

⁃ Sunday: no service currently

While the mandated ADA service area is ¾-mile of a fixed route, the LIFT service area currently extends to 1-mile , as a pilot project, through December 2027.

Additionally, the Contractor will be expected to accept service requests for any RCT fixed route deviations, which would be served by RCT fixed route operators.

Eligible ADA customers must be certified by RCT in accordance with the provisions of the Americans with Disabilities Act. The previous contract averaged 52,678 annual boardings in the three years prior to 2020. Ridership in 2024 was 36,301.

## Contact Information

**Jim Seeks**Transit Manager  
P.O. Box 128

1525 Broadway  
Longview, WA 98632

Email: [jim@rctransit.org](mailto:jim@rctransit.org)  
Phone: [(360) 442-5607](tel:(509)734-5125)

**Department:**Public Works

**Department Head:**Chris Collins

Public Works Director

## Timeline

RCT reserves the right to modify the Procurement Schedule through written addenda.

|  |  |
| --- | --- |
| **Release Project Date** | April 26, 2025 |
| **Pre-Proposal Meeting (Non-Mandatory)** | May 12, 2025, 10:00 am Longview Transit Center, 1135 12th Ave,  Longview, WA 98632  Or by Zoom |
| **Question Submission Deadline** | May 16, 2025, 2:00pm |
| **Proposal Submission Deadline (No Later Than)** | May 27, 2025, 2:00pm |

# PROPOSAL INFORMATION

## Submission of Proposal

RCT prefers electronic submission of proposals. Please submit electronic responses through Bonfire.

Hard copy responses will be accepted but must be accompanied by an electronic copy of the response on a USB storage device included in the response envelope. If mailing a hard copy response, please send one response(s) to:

RIVERCITIES TRANSIT

LIFT PARATRANSIT RFP

Jim Seeks, Transit Manager

P.O. BOX 128

LONGVIEW, WA 98632

If your company would like to hand deliver the sealed hard copy proposal, please schedule an appointment to do so with the Transit Manager at 1135 12th Avenue, Longview, 98632. Proposals will not be accepted via facsimile.

RCT’s preference for electronic submissions of quotes shall not influence the evaluation of the bid.

No late proposal submittals will be allowed. Electronic bids may not be submitted after due date and time. Hard copy bids received after the date and time specified shall be returned unopened and shall not be considered regardless of postmark on the envelope.

## Questions and Answers

Bidders shall submit all inquiries regarding this proposal to the Transit Manager. Please note the deadline for submitting inquiries is Friday, May 16, 2025, by 2:00 pm PDT. All answers to inquiries will be posted on Bonfire. Bidders may register with the Transit Manager to receive an email notification when answers are posted. It is the responsibility of the Bidder to check the website for answers to inquiries.

## Acceptance or Requests for Contract Terms and Conditions

By submitting a proposal, the prospective Contractor accepts the Terms and Conditions listed in this RFP that are included in this proposal package and any addenda. If prospective Contractor does not agree to the Terms and Conditions, prospective Contractor shall submit a request for clarifications or modifications to RCT prior to the questions and modifications due date of Friday, May 16, 2025. Failure to follow this procedure may cause RCT to award the contract to the next highest-rated prospective Contractor, due to the added cost RCT may incur due to the change in Terms and Conditions.

## Amendments to RFP, Clarification, and Addenda

Addenda Notification: Contractors may register for email notifications with the Transit Manager. Once a bidder has completed registration, bidder will receive addenda notifications to the registered email address. Ultimately, it is sole responsibility of each bidder to periodically check Bonfire for any addenda.

2.5 Communications with RiverCities Transit

Upon release of this solicitation document, all Proposer communications concerning this acquisition must be directed to:

RiverCities Transit

Jim Seeks, Transit Manager

P.O. Box 128

Longview, WA 98632

E-Mail: jim@rctransit.org

Phone: (360) 442-5607

Unless authorized by the Longview City Manager, no other City/RCT official or employee is empowered to speak for RCT with respect to this RFP. Proposers who seek to obtain information, clarification, or interpretations from other City/RCT officials or employees are advised that such material is used at the Proposer’s own risk and that the City/RCT shall not be bound by any such representations and such action may result in rejection of the proposal.

## Non-Mandatory Pre-Proposal Meeting

RCT will hold a non-mandatory pre-proposal conference, Monday, May 12, 2025**,** at 10:00 am PDT, at Longview Transit Center, 1135 12th Ave, Longview, in the training room, and by Zoom. During this conference, Contractors will be able to make comments or ask questions regarding the project.

Topic: Pre-Proposal Conference for 2025 RCT ADA Paratransit Service Proposals

Time: May 12, 2025 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/9755597252?omn=86823657308>

Contractors who are present in person will be offered the opportunity to tour the space leased by the current contractor from the City.

## Disadvantaged Business Participation

RCT promotes equal employment opportunity and maximum practicable opportunity participation by Disadvantaged Business Enterprises certified by the State of Washington Office of Minority and Women-Owned Business Enterprises in its contracts.

## Equal Employment Opportunity

In all services, programs or activities, and all hiring and employment made possible by or resulting from the Contract, there shall be no discrimination by Contractor or by Contractor’s employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, or the presence of any disability, including sensory, mental, or physical handicaps, unless based upon bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of the Contract by City and, in the case of the Contractor’s breach, may result in ineligibility for further City contracts.

## Ineligible Contractors

Contractors are required to certify that they or their subcontractors are not on the Comptroller General’s list of ineligible Contractors.

## Rejection and Waiver

RCT reserves the right to reject any or all proposals and to waive informalities and minor irregularities in offers received. This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when it is in the best interest of RCT.

## Incurring Costs

RCT is not liable for any costs incurred by the Contractor prior to issuance of the Contract.

## Single Proposal Process

If only a single proposal is received, RCT may require that the Contractor provide verification of cost/price reasonableness, which may include but is not limited to a cost analysis or a price comparison between the proposed price and that of similar items, materials, supplies, and/or services to confirm that the proposal submitted price is fair and reasonable. If requested, the Contractor shall provide the cost analysis or price comparison within seven (7) calendar days of the date requested. RCT reserves the right to reject or accept the proposal submitted on the basis of verification of price reasonableness.

## Award

RCT shall evaluate all responsive and responsible proposals submitted to determine the highest rated proposal based on the evaluation criteria. RCT reserves the right to award the Contract to a proposal other than the highest evaluated proposal submitted if the Contract cannot be agreed to by both parties. RCT, at its sole discretion, reserves the right to accept or reject any and/or all proposals submitted and to waive minor informalities and irregularities to serve the best interests of RCT. RCT may enter into a contract with the successful Contractor within one-hundred twenty (120) calendar days of the closing date or, if no contract is formed, may extend this time frame or exercise the right to reject all submitted proposals.

## Notice to Proceed

RCT reserves the right to issue a Notice to Proceed at any time up to twenty (20) days following Award of the Contract.

## Procurement Protest Procedures

The procedure for bid protests will be as follows:

1. Vendors and/or taxpayers wishing to protest the legitimacy of any type of procurement action outlined in this manual must submit their pre-award Notice of Protest in writing no less than eight (8) calendar days before the quote opening date. A protest of a proposed award or of an award shall be filed within seven (7) calendar days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner.
2. The Notice of Protest process:
   1. The Notice of Protest shall state in detail all issues and facts applicable to the protest. Issues and facts not stated in the Notice of Protest will not be considered.
   2. A meeting(s) will be called within three (3) calendar days of receipt of the protest and will include representatives from RCT and the protesting party to discuss the issues related to the protest. The protest meeting may be held in person, or by teleconference.
   3. A final determination will be made by the City Manager within three (3) calendar days of the final meeting and the protestor shall be notified of the decision in writing by the City by regular mail.
   4. The City Manager may, at their sole discretion, extend the limits of the timeline outlined above.
   5. The decision of the City Manager shall be final. Any appeal of the City Manager's decision will be governed by Federal Transit Administration (FTA), if applicable.
   6. Failure of the protestor to specify their objections in writing and in accordance with the specified deadlines shall constitute a waiver of all rights to protest.
3. This protest procedure shall be made known to all prospective Contractors and is included or referenced in the requirements section of all solicitation documents.
4. All communications with the parties involved, including City/RCT staff or City Council members concerning protest, shall be in writing, and will be open for public inspection. RCT shall be responsible for compiling and maintaining the written protest record.
5. FTA may entertain a protest that alleges that City/RCT has failed to have or to follow written protest procedures. Such protest must be filed with FTA no later than five (5) calendar days after the City Manager has rendered their final decision or five (5) calendar days after the protestor knows or has reason to know that the City Manager has failed to render their final decision. Such protest to FTA must be filed in accordance with FTA Circular 4220.1F, as periodically updated.
6. When a protest has been timely filed with RCT before award, RCT shall not make an award prior to five (5) calendar days after the resolution of the protest, or if a protest has been filed with FTA, during the pending of that protest, unless RCT determines that:
   1. The items to be procured are urgently required:
   2. Delivery or performance will be unduly delayed by failure to promptly make the award; or
   3. Failure to make a prompt award will otherwise cause undue harm to RCT or the Federal Government.
7. If RCT determines that the award is to be made during the five (5) calendar day period following the local protest decision or the pending of protest, RCT shall notify FTA prior to making such award. FTA will not review the sufficiency of RCT’s determination to award during the pending of protest prior to FTA’s proposal protest decision. FTA reserves the right not to participate in the funding of any contract awarded during the pending of protest.

# SCOPE OF WORK

See Attachment A regarding Scope of Work.

## General Requirements for ADA Transportation Requirements

Contractors must demonstrate experience providing transportation service to a variety of customers. This experience shall include:

A. At least five (5) years of relevant experience providing ADA Compliant services to the public.

B. Operation and maintenance of facilities and equipment sufficient to deliver transportation services. All facilities and equipment must comply with all local, state, and federal requirements, ordinances, and law, specifically, 42 U.S.C. 126. Proposers must familiarize themselves with these requirements.

C. Capacity to provide and maintain insurance at the levels required in this RFP through the term of the Contract.

D. Ability to meet Equal Employment Opportunity (EEO) requirements, and other applicable federal, state, and local laws, including Drug & Alcohol Program and Testing for safety-sensitive personnel.

# PROPOSAL REQUIREMENTS

## Proposal Requirements

Proposals should be clear, concise, and provide detailed information concerning the Contractor’s ability to successfully perform the obligations as described in the Scope of Work. All firms shall include the following documentation in the proposal package:

1. Cover Letter
   1. Cover letter shall introduce the Contractor and establish interest in providing ADA Paratransit Services for RCT. The individual with whom Transit staff may correspond with shall be listed on the letter along with their contact information.
2. Experience Statement (Contractor shall have a minimum of **five (5) years** of experience in the services being requested).
   1. Describe when the firm was founded and provide a professional history of the firm and its principals.
   2. Describe the depth of the firm’s experience and relate that experience to the firm’s understanding of skills necessary to complete the Contract.
   3. Describe the qualifications of the firm, its business experience, and achievements. Emphasis should be placed on experience with other transit agencies first, followed by local and state governments.
   4. Provide a list of at least three (3) and up to five (5) current clients, including the client Company name, address, contact name, current email address, phone number, and dates of service regarding similar projects. The point of contacts will then be sent (typically via email) a short survey which will be used as a part of the evaluation process.
3. Project Understanding and Overview
   1. Identify the firm’s Project Manager and all key personnel who will manage and operate the service, including resumes and relevant experience.
   2. State whether of not employees of the current contractor, Paratransit Services, will be retained and for how long.
   3. Provide a detailed plan showing how all start‐up tasks (e.g., personnel recruitment/hiring, initial training, facility preparation) will be completed prior to Contract start‐up.  Significant milestones should be identified.
   4. How (or why) does the firm’s approach provide the best value?
   5. What is the firm’s availability for this project? Please include a statement describing how the firm intends to schedule other projects, to ensure this project is accomplished.
4. Cost Proposal
   1. Complete the firm’s required cost proposal.
   2. **If there are additional fees that are not listed on the Cost Proposal, please be sure to include these fees within your Proposal and make sure the RCT Transit Manager is aware. Fees not included in the Proposal will not be considered.**
5. Appendix A Forms - See section titled: [#Vendor Questionnaire](https://secure.procurenow.com/portal/bft/projects/37926?section=311038) under "Forms to Complete". These documents are required to be completed and submitted with the proposal.

## Validity

Proposals shall be valid for one-hundred twenty (120) calendar days from proposal due date.

Note: Proposals shall be sealed. RCT will not accept proposals via facsimile.

## Cost of Proposal Preparation

The Contractor is responsible for any and all costs associated with preparation and/or delivery of the proposals and any and all incidental costs associated with the clarification, presentation, or amendment of the proposal.

## Disposition of Late Proposals

It is the responsibility of the Contractor to ensure that proposals are received by the specified date and time. Proposals received after the specific deadline will not be accepted and will be returned unopened. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties. RCT strongly recommends submitting proposals well ahead of the deadline.

## Request for Approved Equals or Deviations

Prospective Contractors shall direct any and all requests in writing prior to the proposal due to the Transit Manager. Questions and Clarifications about the Scope of Work and the Contract Terms and Conditions are due Friday, May 16, 2025, at 2:00 pm PDT. If no requests for approved equal or deviation are received, RCT will assume the Bidder/Contractor intends to fully comply with RFP terms, conditions, and specifications. RCT shall review all requests for approved equals or deviations and if necessary, shall issue an amendment to the solicitation, which identifies all approved or disapproved requests.

## Modification or Withdrawal of Proposals

A modification to a proposal already received at RCT shall be considered only if the modification is requested prior to the date/time for the submittal of final proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal. Any modification of the proposal or quotation, except a modification resulting from RCT’s request for a “best and final” offer, is subject to the same conditions.

Proposals may be withdrawn by written or email request prior to the date/time for the submittal of final proposals. Proposals may also be withdrawn in person by the Contractor or an authorized representative if the representative’s identity is made known and the representative signs a receipt documenting the withdrawal of the proposal.

A Contractor may withdraw a proposal if the resulting Contract award is delayed for a period exceeding one-hundred twenty (120) calendar days from the deadline for receipt of proposals. RCT reserves the right to request an extension to the proposal validity period.

No consideration shall be given by RCT to a claim of error in a proposal unless written notice of error and supporting evidence of such claim, including cost breakdown sheets, is delivered to RCT within forty-eight (48) hours of the opening of proposals. Any review by RCT of a proposal and/or any review of such a claim of proposal error (including supporting evidence) imposes no duty or liability upon RCT to discover any other error or mistake, and the sole liability for any proposal error or mistake rests with the Contractor. RCT at its sole discretion reserves the right to accept or reject any and/or all withdrawn proposals submitted, with authorization from the City Manager and City Attorney.

## Public Disclosure

1. Except to the extent permitted by Washington State public disclosure laws Chapter 42.56 RCW, RCT will regard proposals as public records which will be available for public inspection and/or copying following a contract award, regardless of any markings or notices contained in the proposal documents. Information will not be released by RCT prior to a contract award in order to protect the integrity of the procurement process, unless otherwise required by law. All proposals will remain confidential until a contract is awarded and fully executed by all parties involved.
2. If a Contractor considers portions of its proposal to be protected under Washington State Law, the Contractor shall clearly identify and mark such portions as “CONFIDENTIAL” or “PROPRIETARY” and submit such portions in a sealed envelope separate from the rest of the proposal. Marking the entire proposal as confidential or proprietary will not be honored and such proposals may be rejected as non-responsive.
3. If a member of the public or another competitor demands to review portions of a proposal marked “Confidential” after the contract award, RCT will notify the affected Contractor of the request and the date that such records will be released, unless the Contractor obtains a court order enjoining that disclosure. It will be the responsibility of the Contractor to protect the confidentiality of any information submitted in the Proposal and the Contractor shall take such legal actions as it may determine to be necessary to protect its interest. If the Contractor has not commenced such actions within ten (10) calendar days after receipt of the notice, RCT will make the requested portions available for review and copying by the public. The Contractor will assume all liability and responsibility for any information declared confidential and shall defend and hold RCT harmless for any cost, penalties, and/or fees (including reasonable attorney fees) incurred in any action regarding the disclosure of said information. RCT assumes no responsibility or liability for any losses or damages which may result from the information contained in the proposal.
4. By submitting a proposal, the Contractor has thereby agreed to the provisions of this section.

# PROPOSAL EVALUATION

## Proposal Evaluation

RCT will establish an Evaluation Committee, consisting of staff members who will evaluate the proposals on the experience and judgment of each member of the committee and any other experts or consultants the committee may choose. All aspects of the evaluations and any negotiations, including documentation, correspondence, and meetings, will be kept confidential by the Evaluation Committee. No information regarding any proposal or its evaluation will be discussed with other firms until after a contract is awarded.

RCT may require the selected Contractor to participate in contract negotiations. RCT's requirement that the selected Contractor negotiates is not a commitment by RCT to award a contract. Time is of the essence. If RCT determines that it is unable to reach an acceptable contract with the selected Contractor, including failure to agree on a fair and reasonable cost proposal for providing ADA Paratransit Services or any other terms or conditions, the Transit Manager may terminate negotiations with the selected Contractor, and may then negotiate with any of the other qualified Contractors, until such time as RCT has negotiated a contract meeting its needs.

RCT reserves the right to seek clarification of any information that is submitted by any Contractor in any portion of its proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Contractor may void the proposal and eliminate the Contractor from further consideration.

RCT reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.

Proposals will not be publicly opened and will be kept strictly confidential until the Contract is awarded.

## Selection Process

The Evaluation Committee shall review the proposals, discuss, and rank the proposals according to the evaluation criteria. Contractors will not be told of their rankings among other Contractors. These evaluation scores will be combined for a total possible score of 100. RCT may require Best and Final Offers (BAFO) regarding this RFP. RCT may negotiate with any or all Contractors to arrive at a Contract for the performance of the work. RCT reserves the right to select the Contractor based on the initial proposals submitted.

***If applicable, Optional Interviews will be evaluated separately. RCT may choose to select the top highest evaluated Contractors to conduct interviews/demonstrations.* The interviews will then be allotted up to an additional 30 points, for a possible score of 130.**

Proposals will not be publicly opened and will be kept strictly confidential until Contract is awarded.

RCT will select the Proposal that RCT believes best meets the evaluation criteria in the best interests of RCT. Final selection, if any, will be made on a “best value” basis. If RCT is unable to negotiate a satisfactory Contract with the highest ranked proposer, the next highest ranked proposer may be contacted for Contract negotiation. This method may continue, in the discretion of RCT, until a Contract is successfully negotiated or until all proposals are rejected.

The Contractor(s) whose proposals are in the best interest of RCT will be recommended to the Longview City Council. Final approval and award of a Contract resulting from this RFP is subject to policies established by Longview City Council.

## Qualified Contractors Evaluation

Qualified Contractors will demonstrate a combination of corporate and staff experience in planning, designing, and delivering similar projects that include the Scope of Work components. RCT expects that qualified Contractors to address the requirements of transit capital projects that receive state and federal funding and are planned, designed, and built in Washington State, even where they are not specifically identified as a detailed activity in this scope of work. RCT anticipates reviewing qualified Contractors based on their responses in the following categories, final selection and ranking will be based on the below criteria and points.

# EVALUATION PHASES

Proposals will be evaluated the Evaluation Committee. Evaluations will be based on the criteria presented below. All proposals will be evaluated using the same criteria.

Proposals will be reviewed for compliance with the requirements of the RFP and will be scored on the clarity and completeness of their submittals.

The selection criteria used will be based on evaluation results as well as the following:

## Proposal Evaluations

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Evaluation Criteria** | **Scoring Method** | **Weight (Points)** |
| 1. | **Experience**  Contractor will be evaluated based on the depth of the firm’s specialized experience and technical competence in the performance of comparable assignments, based on information contained in the proposal. | Points Based | 35 *(35% of Total)* |
| 2. | **Cost Proposal**  The Contractor who provides the lowest cost proposal will receive the maximum points. The remaining Contractor’s scores will be based on the lowest estimated total cost divided by Contractor’s proposed costs then multiplied by the highest points possible. | Points Based | 20 *(20% of Total)* |
| 3. | **Qualifications**  RCT will consider all the relevant material submitted by each Contractor, and other relevant material it may otherwise obtain, to determine whether the Contractor is capable of providing services of the type and scope specific to the RFP. Evaluations will be based on Contractor’s proposal describing the understanding of the Scope of Work to be performed, has personnel, equipment and facilities to in order to perform the Scope of Work and demonstrates a thorough understanding of the undertaking and its contribution to RCT. | Points Based | 35 *(35% of Total)* |
| 4. | **References**  RCT will email reference requests to the provided companies of which the Contractor states in their proposal. Companies shall be able to attest to the Contractor’s experience as it relates to providing the services listed in this RFP. Evaluators will then review the responses and provide scoring based on feedback. | Points Based | 10 *(10% of Total)* |

## Finalist Interview – Oral Presentation

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Evaluation Criteria** | **Scoring Method** | **Weight (Points)** |
| 1. | **Optional Interview – Oral Presentation**  Once evaluations have been completed, the Contractors who have the highest scoring proposals may be chosen for an interview/live demonstration session limited to 30 minutes. | Points Based | 30 *(100% of Total)* |

# TERMS AND CONDITIONS

## Performance

1. The Contractor will perform all ***work, furnish all labor, necessary supplies, travel expenses, and equipment*** for the proper execution of performance described in scope of work. The Contractor’s proposal is a part of the Contract and describes the service provided.
2. All performance must be done in strict accordance with the Contract Documents, including this RFP, Cost Proposal and any Addenda.
3. The Contractor agrees to comply with all applicable provisions and the most recent amendments of state and local laws and regulations.
4. The Transit Manager or other RCT designee shall make decisions on questions that arise as to the quality and acceptability of any work performed under the Contract. If performance (in the opinion of the representative or designee) becomes unsatisfactory, RCT will notify the Contractor.
5. Upon observance of the Contractor’s failure to perform satisfactory services, RCT will issue a Notice of Service Correction to the Contractor via email. The notice will identity the service correction requirement and provide the Contractor within twenty-four (24) hours to begin correction. If the Contractor fails to begin correction of services within the time stipulated in the notice, RCT will correct the service shortcoming with their own forces or by engaging another Contractor.

## Payment

All payments by the City shall be made in arrears, after the service has been provided. All invoices shall be submitted to the City for approval and shall be paid within the City’s routine accounts payable process.

All payments are expressly conditioned upon Contractor providing services hereunder that are satisfactory to RCT. Any charges disputed by RCT shall be separated from the invoice and the undisputed portion shall be paid.

A. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, RCT shall have the right to annul the Contract without liability or at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

B. Payment Does Not Imply Acceptance of Work

The granting of any progress payment or payments by RCT, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to comply with the Contract.

C. Prompt Payment of Subcontractors

The Contractor is required to pay its subcontractors performing work related to the Contract for satisfactory performance of that work within thirty (30) days after the Contractor’s receipt of payment for that work from the RCT. The Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed.

Contractors will provide an invoice on Contractor’s letterhead for goods or services received. Each invoice will be numbered and will include the following information:

1. Contractor’s name and address;
2. Contractor’s remittance address (if different from “A” above);
3. Description of service provided; and
4. Contract Number and/or P.O. Number

Itemized invoices and support documentation are to be mailed to the following address:

RiverCities Transit

P.O. Box 128

Longview, WA 98632

## Term of Contract & Price Changes

The Contract shall be for an initial ***thirty-eight (38)*** month period term with an option to extend up to an additional ***three (3)*** years. If the Contract is extended, the same terms and conditions shall apply. The Contract term shall begin on the date the Contract is fully executed by both parties. Contract price changes during the initial term are only allowable if federal, state, or local legislation is passed that may affect pricing after stated proposal due date. Rates shall remain the same for the first (1) year term, thereafter, price changes will be based off the Consumer Price Index (CPI), not to exceed more than a 5% increase.

Price changes for years two (2) through five (5) shall be based on the CPI. Price increases or decreases shall become effective on the first day of the extended agreement renewal date if agreed by both parties. The change in pricing can be changed annually based upon the current Consumer Price Index for All Urban Consumers (CPI-U): Pacific Region, all items index, not seasonally adjusted

(1982-84=100) as published by the U.S. Bureau of Labor Statistics. All fees and services charges shall be increased or decrease by the change in the CPI, not to exceed more than a 5% increase for any year.

Price changes for any other justifiable reason will be considered on a case-by-case basis and be decided by the Transit Manager and the City Manager.

Price change requests will not be considered or granted until any outstanding financial reports have been submitted to RCT.

## Trial Period

Contractor will have a ninety (90) day trial period. During the trial period, Contractor must successfully perform and provide services that RCT finds acceptable. Failure to perform may cause immediate cancellation of the Contract. If a dispute occurs as to acceptability of product or service, RCT’s decision prevails. RCT will only pay for authorized work performed that is properly invoiced pursuant to the Contract up to the date of termination. If the Contract is terminated within the trial period, RCT may award the Contract to the next highest evaluated responsible bidder who submitted a responsive proposal. Any new Contract award will also be subject to a trial period.

## Conflict of Interest, Non-Competitive Practice, and Gratuities

1. Conflict of Interest: Contractor agrees that it has no direct or indirect pecuniary or proprietary interest, that it shall not acquire any such interest which conflicts in any manner or degree with the services required to be performed under the Contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives hereafter acquire such a conflict of interest, the Contractor shall immediately disclose such interest to RCT and take action immediately to eliminate the conflict or to withdraw from the Contract, as RCT may require.
2. In addition to the Covenant Against Contingent Fees in Section 7.2.A above, Contractor further warrants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees or representatives to any official, member or employee of RCT or other government agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of the Contract.

## Notice of Impaired Performance

1. Whenever an actual or potential event such as a labor dispute, act of God, change in Contractor’s business or any other event impairs the performance of the Contract, the relevant party will immediately give notice thereof including all relevant information with respect thereto.
2. If Contractor's performance of any obligation to RCT is delayed or made impossible or commercially impracticable due to any cause beyond Contractor's reasonable control (including, without limitation, acts of God, labor disputes, compliance with government regulations, equipment failure, shortages in transportation, inability to obtain labor or raw materials, or delays in the performance of Contractor's suppliers or subcontractors), Contractor will have such additional time within which to furnish the services under the Contract as may be reasonably necessary under the circumstances.

## Independent Contractor

1. The parties intend that an independent relationship will be created by the Contract. RCT is interested primarily in the results to be achieved; the implementation of services will lie solely with Contractor. No agent, employee, servant or representative of Contractor shall be deemed to be an employee, agent, servant or representative of RCT for any purpose, and the employees of Contractor are not entitled to any of the benefits RCT provides to its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, servants, subcontractors or representatives during the performance of the Contract.
2. In the performance of the services herein contemplated, Contractor is an independent Contractor with the authority to control and direct the performance of the details of the work. However, the results of the work contemplated herein must meet the approval of RCT and shall be subject to RCT’S general rights of inspection and review to ensure the satisfactory completion thereof.

## Access to Records and Audits (Local, State and Federal Funded Procurements)

**Local and State Funded Access to Records and Audits:**

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

Contractor shall maintain books, accounts, records, documents, and other evidence pertaining to the costs and expenses allowable under the Contract in accordance with generally accepted accounting practices.

Also, all such books of accounts and records required to be maintained by the Contractor shall be subject to inspection and audit by representatives of RCT and of the Washington State Auditor at all times and Contractor shall afford the proper facilities for such inspection and audit. Such books of account and records may be copied by RCT where necessary to conduct or document an audit.

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

**FTA Access to Records and Reports (Applies to Federal Transit Administration Funded Procurements) - The following access to records requirements apply to the Contract as amended to 49 U.S.C. 5325, 18 CFR 18.36 (I), 49 CFR 633.17:**

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17, to provide the FTA Administrator or their authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or their authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes Contracts of less than the simplified acquisition threshold currently set at $100,000.00.
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 the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a Contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the Contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

## Federal/State and Local Taxes

RCT is not exempt from Washington State Sales Tax. The Contractor shall include all estimated taxes in its cost proposal form and be responsible to pay all taxes associated with the project, including but not limited to:

State Utility Tax,

State Sales and Use Tax on Contractor vehicles and other equipment, and

State B & O Tax.

## Legal Remedies

This Contract shall be construed in accordance with the laws of the State of Washington, and in any disputes arising under the terms of, or in connection with the Contract, both parties agree that venue shall be in the courts of Cowlitz County in the State of Washington.

## Assignment and/or Subcontracting

RCT and Contractor, each binds themselves, themselves, their principals, successors, assigns and legal representatives to all covenants of the Contract. The Contract and all obligations arising thereunder shall not be sold, assigned or transferred by either party without the previous consent in writing of the other party to the Contract.

The performance of all activities contemplated by the Contract shall be accomplished personally by Contractor, as identified in the proposal. The Contractor must advise RCT of the necessity for any subcontracts, such as traffic control or an additional provider, via telephone with the Transit Manager prior to requesting these services from said subcontractors.

## Severability

Should any part, term or provision of the Contract be decided by the courts to be illegal or in conflict with any applicable statute or regulation, the validity of the remaining portions shall not be affected thereby.

## Interest of Members of or Delegates to Congress

In accordance with Title 41, USC 22 for Public Contracts, no Member of Congress shall be admitted to any share or part of any Contract or Agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon. The provisions of this section shall not apply to any Contracts or Agreements heretofore or hereafter entered into under the Agricultural Adjustment Act, the Federal Farm Loan Act, the Emergency Farm Mortgage Act of 1933, the Federal Farm Mortgage Corporation Act, the Farm Credit Act of 1933, and the Home Owners' Loan Act of 1933, and shall not apply to Contracts or Agreements of a kind which the Secretary of Agriculture may enter into with farmers, provided, that such exemption shall be made a matter of public record.

## Suspension of Work

RCT may, at its convenience, issue a written order directing the Contractor to suspend, delay, or interrupt all or any part of the Contract for such period of time as it may determine to be appropriate.

If performance of all or any part of the Contract is suspended, delayed, or interrupted for an unreasonable period of time by an act of RCT in the administration of the Contract, or by RCT’s failure to act within the time specified in the Contract, an adjustment will be made for any necessary increases in the cost or time of performance of the Contract (excluding profit) and the Contract shall be modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent:

1. That performance would have been so suspended, delayed or interrupted by another cause, including the fault or negligence of the Contractor; or
2. For which an equitable adjustment is provided for or excluded under any other provision of the Contract.

No claim under this Section shall be allowed:

1. For any cost incurred more than twenty (20) calendar days before the Contractor's notification to RCT, in writing, of the particular act or failure to act upon which the claim is based; or
2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract.

## Termination of Contract

**Termination for Convenience or Default**

Either RCT of the Contractor may terminate the Contract upon giving not less than one hundred eighty days of notice by delivering to the other party a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon termination, the Contractor shall deliver to the Transit Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated during performance of the Contract, whether completed or in process.

## Non-Discrimination Assurances

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Contractor shall enforce all applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or other such remedy as RCT deems appropriate.

## Disadvantage Business Enterprise (DBE) Goals

The Contractor is not required to be a Disadvantage Business Enterprise (DBE) participant. RCT affirmatively ensures that Disadvantaged and Women-Owned Business Enterprises (W/DBE’S) will be afforded the full opportunity to submit bids in response to this request and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

1. The 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%. RCT’s overall goal for DBE participation is 0.0%. A separate Contract goal of DBE participation has not been established for this procurement.
2. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as RCT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Pursuant to Executive Order 12549 and federal regulations in 49 CFR 29, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under the Contract. To assure that such entities and individuals are not involved as participants on this FTA-financed Contract, each Contractor shall complete and submit, as part of its proposal, the certification contained with the attached forms for itself and its principals. The inability of a Contractor to provide a certification will not necessarily result in denial of consideration for contract award. The certification is a material representation of fact upon which reliance is placed in determination of award of Contract. If at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to RCT. If it is later determined that the Contractor knowingly rendered an erroneous certification or failed to notify RCT immediately of circumstances which made the original certification no longer valid, RCT may disqualify the Contractor. If it is later determined that the Contractor knowingly rendered an erroneous certification or failed to notify RCT immediately of circumstances which made the original certification no longer valid, RCT may disqualify the Contractor from consideration or terminate the Contract, in addition to other remedies available including FTA suspension and/or debarment.

## Subcontractor Certification Regarding Debarment Suspension or Ineligibility

By submitting a proposal for the Contract, the Contractor agrees that should it be awarded the Contract, it shall not knowingly enter into any subcontract exceeding $25,000 with an entity or person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and shall require each subcontractor to complete the certification provided.

Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered subcontractor to provide the corresponding certification.

## Risk of Loss

During the period of this project, the Contractor and its insurers, if any, shall be responsible for all risks of loss or damage. After completion date or/of delivery, all risk of loss or damage shall be on RCT, except loss or damage attributable to Contractor’s negligence.

## State and Local Law Disclaimer

The use of many of the suggested clauses are not governed by Federal Law but are significantly affected by State Law. Washington State and Federal Jurisprudence if applicable to conflict of Laws shall apply.

## Safeguarding Client Information

The Contractor agrees to keep confidential information obtained from RCT and shall not disclose such information except upon the written consent of RCT, for the duration of the Contract.

## Indemnification and Insurance

The Contractor shall indemnify and hold the City and CTA, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney's fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City and/or CTA. The City’s inspection, knowledge, or acceptance of the Contractor’s work shall not be grounds to void any of these covenants of indemnification. Contractor is required to fully cooperate and participate in the investigation of any incident or event.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City or CTA, its officers, officials, employees, agents and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor’s wavier of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver.

1. The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the Contractor’s work including the work of the Contractor’s agents, representatives, employees, sub-consultants or subcontractors.
2. Before beginning work, the Contractor shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):
3. Commercial general liability and umbrella and/or excess liability insurance no less than $1,000,000 per occurrence with a $5,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employer's liability. If necessary to obtain the required limits, commercial umbrella or excess liability is permitted.
4. Business auto coverage for any vehicle (owned or non-owned), no less than a $1,500,000 each accident.
5. Workers compensation coverage as required by the State of Washington.
6. Employer’s liability insurance not less than $1,000,000 per occurrence.
7. The Contractor is responsible for the payment of any deductible or self-insured retention that is required by any of the Contractor's insurance. If the City is required to contribute to the deductible under any of the Contractor's insurance policies, the Contractor shall reimburse the City the full amount of the deductible.
8. The City and Cowlitz Transit Authority shall be named as additional insureds on the Contractor’s commercial general liability policy and business auto liability policy for both ongoing and completed operations on a primary and non-contributory basis. The additional insured endorsement(s) shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in section 20 above (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the commercial general liability policy listing all policy endorsements shall be provided to the City. The City reserves the right to receive a certified and complete copy of Contractor’s insurance policies.

1. It is the intent of the Contract that the Contractor's insurance be considered primary in the event of a loss, damage or suit, The City’s own comprehensive general liability policy will be considered excess coverage in respect to the City and CTA. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as would be achieved under a standard ISO separation of insureds clause.
2. The Contractor shall request from its insurer(s) a modification of the ACORD certificate to include language that written notification will be given to the City for any cancellation, suspension or material change in the Contractor's coverage at least thirty (30) days in advance of such cancellation, suspension or material change suspension or material change, except for non-payment of premium, then ten (10) days advance notice shall be given.

## Changes in the Work/Change Orders

Either party may request changes to the scope of services and performance to be provided hereunder; however, no change or addition to the Contract shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made a part of the Contract. All contract changes are required to be processed through the transit division and approved by the Transit Manager.

## Licensing in Compliance with Laws and Regulations

Contractor agrees to comply with all applicable federal, state, county, or municipal standards for the licensing, certifications, operation of facilities and programs, and accreditation and licensing of individuals, if any.

## Attorney's Fees and Costs

If any legal proceeding is brought for the enforcement of the Contract, or any alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Contract, the prevailing party shall be entitled to recover from the other party in addition to any other relief to which such party may be entitled, reasonable attorney’s fees and other costs incurred in that action or proceeding.

## Jurisdiction

1. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the Contract shall be governed by laws of the State of Washington, both as to interpretation and performance.
2. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Cowlitz County, Washington.

## Waiver

Waiver of any breach of any term or condition of the Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the Contract shall be held to be waived, modified or deleted except by an instrument in writing signed by the parties hereto.

## Notices

Any notice or demand under or required by the Contract shall be given in writing and shall be deemed properly given if actually received in due and timely course by the party for whom the notice was intended, or if sent by registered or certified mail, postage prepaid, to the intended party in care of the appropriate address listed.

RiverCities Transit

Attn: Jim Seeks, Transit Manager

P.O. Box 128

Longview, WA 98632

Email: jim@rctransit.org

## Contract Work Hours and Safety Standards Act

1. Overtime requirements - No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed in such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States for liquidated damages in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

## Civil Rights Requirements

1. Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:
   1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order 11246, “Equal Employment Opportunity”, as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”, 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal Policies that in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
   2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
   3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

## Privacy Act Requirements

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.

## Prohibition Against Geographic Preferences

RCT will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

## Contingencies

The Contractor shall be excused from deliveries or delay in deliveries if such failure to deliver or delay shall be caused by war, acts of terrorism, strikes, lockouts or other labor disturbances, fires, interruptions of transportation facilities, accidents, inability to obtain merchandise, shortage of energy source or raw material, or other similar causes beyond the Contractor’s control. The Contract is subject to applicable restrictions imposed by any Federal agency or by any other governmental authority.

## Ownership of Products

All work performance and services provided by the Contractor under the Contract and the final by-products of such shall be the property of RCT. All reports, specifications, drawings, graphical representations, and electronic data pertaining to same, developed by the Contractor or in conjunction with the Contract, shall be surrendered to RCT at the conclusion of the Contract upon requests. The Contractor expressly waives all copyright privileges to such information, and RCT may use or modify same without any additional payment to the Contractor. Any reuse of work prepared by the Contractor shall be solely at RCT’s discretion with no liability to the Contractor. All drawings shall be prepared on a current AutoCAD release. Any data used in, or developed as a result of, the Contract shall be revealed to no one except RCT without the expressed consent of RCT.

## Breach and Disputes Resolution

Breach and Disputes Resolution under 49 CFR PART 18, FTA CIRCULAR 4220.1F:

1. Disputes - Disputes arising in the performance of the Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RCT's Transit Manager. This decision shall be final and conclusive unless within ten (10) business days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transit Manager or designee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit Manager or designee shall be binding upon the Contractor and the Contractor shall abide by the decision.
2. Performance During Dispute - Unless otherwise directed by RCT, Contractor shall continue performance under the Contract while matters in dispute are being resolved.
3. 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 the party’s employees, agents or others for whose acts the party is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
4. Remedies - Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between RCT and the Contractor arising out of or relating to the Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction.
5. Rights and Remedies - The duties and obligations imposed by the Contract and the rights and remedies available there under 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 RCT 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 there under, except as may be specifically agreed in writing.

## Confidentiality, Data Ownership and Data Protection

Regardless of whether the solution is on-premise or cloud-based, the Contractor shall maintain complete confidentiality of the information that comes to its possession consequent to the provision of their solution and shall not reveal the same to any third party or use for purpose other than specified in the Contract, provided however that such information may be provided by the Contractor if required under any order of Court or Governmental Authority. Contractor shall ensure compliance with confidentiality and non-disclosure requirements from all the employees/workers/representative of the Contractor associated with its operation as Contractor to RCT.

RCT retains all claims to, and ownership of data submitted to or processed by solution. Contractor agrees it has no right to use or retain RCT data. On request, Contractor shall immediately return all the equipment, records, or data (both physical and electronic) received or generated under the Contract or, upon request by RCT, shall destroy such equipment, records, or data and provide a Certificate of Destruction to RCT to that effect.

In addition, Contractor shall, among other legal requirements, also comply with requirements of Information Technology (Reasonable Security Practices, Procedures, and Sensitive Business or Personal Data Information Protection) for the protection of business data or sensitive personal information of individuals whose data its solution has secured or accessed pursuant to the Services performed under the Contract. The obligation of confidentiality shall survive the termination of the Contract.

## Rights in Data and Copy Rights/Patents

The Contractor, without exception, shall indemnify and hold harmless RCT and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by RCT.

If the Contractor uses any design, device, or materials covered by letters, patents, or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

## Ownership of Creative Works

All writings, drawings, photographs, models, sound recordings, audiovisual records, and other creative works prepared by Contractor in furtherance of Contractor’s consulting hereunder shall be deemed to have been prepared for RCT and shall be considered as works made for hire and all rights comprised in the writings, drawings, photographs, models, sound recordings, audiovisual records and other creative works and the copyright thereof shall be owned by RCT.

## Unavoidable Delays

If the scope of work listed under the Contract should be unavoidably delayed, the Transit Manager shall extend the time for completion of the Contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor’s performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of Contractor, Contractor’s suppliers or their agents, and was substantial and in fact caused Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means. Delays beyond the control of RCT or caused by RCT shall be sufficient justification for delay of the scope of work and Contractor shall be allowed a day-for-day extension.

## Contractor Commitments

Any written commitment by Contractor within the scope of the Contract shall be binding upon Contractor.

## Coordination of the Work

RCT designates Jim Seeks, Transit Manager, or his designee as its representative limited to communicate on the Scope of Work authorized to act on its behalf in the direction of the work under the Contract. This authority does not extend to issuing directives outside the scope of or contradictory to the provisions of the Contract. Any changes to the Contract Value or Scope of Work are required to be agreed by both parties in writing and processed through the Transit Manager.

The Contractor may designate a representative to act on its behalf. Said representative shall have full authority to direct all affairs with respect to the work performed under the Contract.

# FEDERAL REQUIREMENTS $3,500 AND ABOVE

## Incorporation of Federal Transit Administration (FTA) Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth 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 the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RCT requests which would cause RCT to be in violation of the FTA terms and conditions.

## No Obligation by the Federal Government.

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. 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 and Related Acts

The Contractor agrees to comply with Program Fraud and False or Fraudulent Statements of Related Acts as amended to 31 U.S.C 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001, 49 U.S.C. 5307.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of the Contract per 49 CFR Part 18. Contractor's failure to so comply shall constitute a material breach of the Contract.

## Federal Participation

The Contract for the equipment specified herein is subject to the applicable terms and conditions of RCT’s financial assistance grant Contract with the FTA, U.S. Department of Transportation. The Contractor understands that federal laws, regulations, policies, and related administrative practices applicable to the Contract may be modified from time to time, and the changed requirements shall apply to the project as required.

## Prompt Payment and Return of Retainage

Prime Contractor agrees to pay each subcontractor under the prime Contract for satisfactory performance of its contract no later than fifteen (15) calendar days from the receipt of each payment the Contractor receives from RCT. The Contractor agrees further to return retainage payments (if any) to each subcontractor within thirty (30) calendar days after the subcontractor’s’ work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause and upon written approval by RCT. This clause applies to both DBE and non-DBE subcontractors. It is the responsibility of the subcontractors to notify the Transit Manager of Contractor noncompliance with the above prompt payment provisions. Upon receipt of such notification, RCT will investigate and take appropriate action.

## Energy Conservation Requirements

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies under 42 U.S.C., 6321 et seq. relating to energy efficiency which are contained in the Washington State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## Environmental Protection

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 et seq, consistent with Executive Order No. 11514, as amended, “Protection and enhancement of Environmental Quality,” 42 U.S.C. 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. 5324 (b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, “Environmental Impact and Related Procedures,” 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

## Americans with Disabilities Act (ADA)

Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from the Contract.

## System for Award Management (SAM)

**The Contractor is required to sign up on the System for Award Management (SAM) website at** https://www.sam.gov/portal/SAM/#1 **within five (5) days of notice of award**. SAM is an official website of the U.S. government and is free to the public.

## Cargo Preference Requirements - Use of United States-Flag Vessels

The Contractor agrees to comply with 46 U.S.C. 1241 46 CFR Part 381:

1. to use privately owned United States-Flag commercial vessels to ship at least fifty (50) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. to furnish within twenty (20) business days following the date of loading for shipments originating within the United States or within thirty (30) business days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.); and
3. to include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 CFR Part 301 10 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. 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. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. 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. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## Alcohol Misuse, Drug Misuse and Testing

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Washington State Department of Transportation, or City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process.

The Contractor further agrees to annually certify its compliance with Part 655 and to submit the Management Information System (MIS) reports by January 30 of each calendar year to City.

## Public Transportation Transit Employee Protective Arrangements

Applicability to Contracts: The Public Transportation Employee Protective Arrangements apply to each contract for transit operations performed by employees of a contractor recognized by FTA to be a transit operator.

Flow Down: The Employee Protective Arrangements clause flows down to all third-party contractors and their contracts at every tier.

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

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

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

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

## Charter Service Operations

Applicability to Contracts: The Charter Bus requirements apply to contracts for operating public transportation service.

Flow Down Requirements: The Charter Bus requirements flow down from FTA recipients and subrecipients to first-tier service contractors.

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

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);

2. FTA regulations, “Charter Service,” 49 C.F.R. part 604;

3. Any other federal Charter Service regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

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

1. Barring it or any subcontractor operating public transportation under the Contract that has provided prohibited charter service from receiving federal assistance from FTA;

2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or

3. Any other appropriate remedy that may apply. The Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

## TRAFFICKING IN PERSONS

The Contractor and its subcontractors or their employees shall not: (A) engage in any forms of trafficking in persons during the term of the Contract; (B) procure a commercial sex act during the term of the Contract; or (C) use forced labor in the performance of the Contract. Contractor shall inform RCT immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. RCT may terminate the Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to RCT.

## CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401­7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251­1387). Violations must be reported to FTA and the Regional Office of the Environmental

Protection Agency. The following applies for contracts of amounts in excess of $150,000:

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

## SAFE OPERATION OF MOTOR VEHICLES

**Seat Belt Use**

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

**Distracted Driving**

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

## SCHOOL BUS OPERATIONS

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

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);

2. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605

3. Any other Federal School Bus regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

If the Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or

2. Require the contractor to take such remedial measures as FTA considers appropriate.

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

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

## SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single use plastic products. See Executive Order 14057, section 101, Policy.

# FEDERAL REQUIREMENTS $10,000 TO $25,000

## Recycle Products

Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## Prohibited Telecommunications/Surveillance Services/Equipment 48 CFR Chapter 1

RiverCities Transit is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or Rev. 02/2023 FTA Master Agreement dated November 2, 2022 extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractor shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is:

a. telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

b. video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes;

c. Telecommunications or video surveillance services provided by such entities or using such equipment; and

d. telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## FTA Role in Disputes, Breaches, Defaults or Other Litigation 2 CFR 180.220 and 1200.220

FTA INTEREST

The FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the award, the Contract, and any amendments thereto including, but not limited to, a default, breach, major dispute, or litigation. Accordingly, FTA shall have the right to concur in such any settlement or compromise.

Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, Enterprise Services and Participant promptly shall notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which Enterprise Services and Participant are located.

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

**2.** Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the award, this Master Contract, and any amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

**3.** If Enterprise Services or Participant have credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of Enterprise Services or Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, Enterprise Services and Participant promptly shall notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Enterprise Services and Participant are located.

Federal Interest in Recovery

The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the Federal share awarded, with exceptions.

# FEDERAL REQUIREMENTS $100,000 TO $150,000

## Disclosure of Lobbying Activities

Per Appendix A, 49 CFR Part 20 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

# VENDOR QUESTIONNAIRE

## Ineligible Contractors \*

By confirming this question, Vendor certifies that they or their subcontractors are not on the Comptroller General’s list of ineligible Contractors.

☐ Please confirm

\*Response required

## Proposal Documents\*

Please upload your COMPLETE Proposal to Bonfire. <https://mrscrosters.bonfirehub.com/opportunities/178747>

\*Response required

## Contractor Agrees to Terms and Conditions \*

Please confirm that you have read and agree to the projects Terms and Conditions.

If Contractor selects "No" please upload your requested changes of exceptions in the next Vendor Question for RCT's consideration.

☐ Yes

☐ No

\*Response required

## Optional Requested Changes for Terms and Conditions

If you answered, "No" to being able to agree to the Terms and Conditions please upload your requested changes to Bonfire for RCT to consider and review.

## System for Award Management Registration\*

The Contractor agrees to sign up on the System for Award Management (SAM) website at <https://www.fsd.gov/gsafsd_sp?id=kb_article_view&sysparm_article=KB0017363> within five (5) calendar days of Notice of Award if Contractor is not already registered.

☐ Please confirm

\*Response required

## Forms to Complete

### *Certificate Regarding Debarment\**

Please download the below submittal document, complete as formatted and upload to Bonfire. RCT does not want Contractor’s to alter the forms

\*Response required

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY**

**EXCLUSION (Pursuant to 49 CFR Part 29, Appendix B)**

(A) By signing and submitting this proposal, the PROPOSER is providing the signed certification set out below.

(1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(2) The PROPOSER shall provide immediate written notice to Authority if at any time the PROPOSER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact the Authority for assistance in obtaining a copy of those regulations.

(4) The PROPOSER agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.

(5) The PROPOSER further agrees by submitting this proposal that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.

(6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

(7) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(8) Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

(B) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion ‐ Lower Tier Covered Transaction

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

(2) If PROPOSER is unable to certify to the statements in this certification, PROPOSER shall attach an explanation to this proposal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Firm Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Authorized Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name and Title of Authorized Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

### *Lobbying\**

Please complete and submit the form below with your proposal. Please do not alter the form.

\*Response required

**LOBBYING CERTIFICATION FOR CONTRACTS GRANTS, LOANS AND COOPERATIVE AGREEMENTS (Pursuant to 49 CFR Part 20, Appendix A)**

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form‐‐LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions and 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Authorized Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name and Title of Authorized Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

# PRICING PROPOSAL

**COST PROPOSAL**

Having carefully examined the complete proposal package for providing ADA Paratransit Services, the undersigned agrees to furnish the service in strict accordance with all of the RFP documents for the following sums. Contractor rates shall be considered inclusive of all costs for providing the ADA Paratransit Services. Including but not limited to insurance, labor, materials, equipment, supplies, overhead, profit, travel expenses, B & O taxes, etc. for the performance of the Contract.

| **Line Item** | **Description** | **Unit of Measure** | **Unit Cost** |
| --- | --- | --- | --- |
| 1 | Fixed Costs (Flat monthly rate) | 1 | $ |
| 2 | Variable Costs (Unit rate per vehicle revenue hour) | 1 | $ |