



ROANOKE COUNTY

FINANCE DEPARTMENT PURCHASING DIVISION

REQUEST FOR PROPOSAL

FOR

McAfee Knob Trailhead Shuttle Service for Roanoke County

RFP # 2022-085 - MCAFEE KNOB TRAILHEAD SHUTTLE SERVICE

OPENING DATE: May 26, 2022

OPENING TIME 2:00 P.M.

The Request for Proposal and related documents may be obtained during normal business hours from the Purchasing Division at the Roanoke County Administration Building, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. This document may be viewed and/or downloaded from the County of Roanoke Purchasing Division's website at <https://www.roanokecountya.gov/bids.aspx>. If you have any problems accessing the documents, you may contact Purchasing at (540) 772-2061.

A mandatory pre-proposal conference will be held at 10:00 A.M. on Monday May 16, 2022 in the Community Room at the Catawba Center located at 4965 Catawba Creek Rd. Catawba, VA 24070

**THIS PUBLIC BODY DOES NOT DISCRIMINATE
AGAINST FAITH-BASED ORGANIZATIONS**

**DATE of RFP: April 28, 2022
REQUEST FOR PROPOSAL (RFP)**

RFP No. 2022-085
Issue Date: April 28, 2022
Title: McAfee Knob Trailhead Shuttle Service for Roanoke County

Issued By: **County of Roanoke**
Roanoke County Administration Building
Purchasing Division
5204 Bernard Drive, Suite 300F
Roanoke, VA 24018-0798
Phone (540) 772-2020

Email: hhonaker@roanokecountyva.gov

Sealed proposals will be received on or before 2:00 P.M., Thursday May 26, 2022 for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

All questions must be submitted before **5:00 P.M., Wednesday May 18, 2022**. If necessary, an addendum will be issued and posted to the County website on the Current Bids/RFP Requests tab at <https://www.roanokecountyva.gov/bids.aspx>.

If proposals are hand delivered or mailed, send directly to the Purchasing Division at the address listed above. If the Roanoke County Administration Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the County, at the originally scheduled hour.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.
The County reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Vendor and **this page must be returned with the proposal**. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful Vendor. Unless the proposal is withdrawn, the Vendor agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Division.

Legal Name and Address of Firm:

Date: _____

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Zip: _____ Title: _____

Phone: _____ FAX: _____

Email: _____ Business License# _____

Virginia State Corporation Commission Identification Number: _____

TABLE OF CONTENTS

REQUEST FOR PROPOSAL NO. **2022-085**

McAfee Knob Trailhead Shuttle Service for Roanoke County

Contents

INTRODUCTION.....	4
SECTION 1. PURPOSE.....	6
SECTION 2. BACKGROUND.....	6
SECTION 3. INSTRUCTIONS TO OFFERORS.....	8
SECTION 4. MISCELLANEOUS.....	11
SECTION 5. PROTESTS.....	14
SECTION 7. EVALUATION CRITERIA.....	18
SECTION 8. SELECTION PROCESS.....	19
SECTION 9. COOPERATIVE PROCUREMENT.....	21
SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.....	21
ATTACHMENT A: SAMPLE CONTRACT.....	23
EXHIBIT 1: SAMPLE CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS	37
EXHIBIT 2 SCOPE OF WORK/FEE SCHEDULE	41
ATTACHMENT B: PROPOSAL RESPONSE AND CHECKLIST	42
ATTACHMENT C: FEDERAL REQUIREMENTS	47

COUNTY OF ROANOKE, VIRGINIA
REQUEST FOR PROPOSAL
FOR

McAfee Knob Trailhead Shuttle Service for Roanoke County

RFP # 2022-085

INTRODUCTION

The County of Roanoke, Virginia, is seeking proposals and qualifications from Vendors to become contract trip providers for a new shuttle service being offered by the County in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP). The RFP and related documents may be obtained during normal business hours from the Purchasing Division, (540) 772-2020. This document may be viewed and/or downloaded from the County of Roanoke Purchasing Division's Current Bid Opportunities website at <https://www.roanokecountyva.gov/bids.aspx>. If you have any problems accessing the documents, you may contact Purchasing at (540) 772-2020 or hhonaker@roanokecountyva.gov.

A mandatory pre-proposal conference will be held at 10:00 A.M. on Monday May 16, 2022 in the Community Room at the Catawba Center located at 4965 Catawba Creek Rd. Catawba, VA 24070. It is mandatory that Vendors attend such conference if they wish to participate in this solicitation.

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 P.M., Thursday May 26, 2022 in the Purchasing Division, County of Roanoke, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.

Each proposal, one (1) **original, marked as such** and four (4) **copies, marked as such**, must be appropriately signed by an authorized representative of the Vendor, and must be submitted in a sealed envelope or package. A removable media storage device containing **two (2) digital** copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. The notation "**McAfee Knob Trailhead Shuttle Service for Roanoke County, RFP No. 2022-085**" and the specified opening time and date must be clearly marked on the front of that sealed envelope or package. If the Roanoke County Administration Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the County, at the originally scheduled hour.

The County of Roanoke, Virginia, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

The County of Roanoke, Virginia reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Vendor whose proposal is, at the sole discretion of the County of Roanoke, determined to be in the best interest of the County.

Project evaluation and award will be accomplished in accordance with this RFP and Section **10.9**, of the County of Roanoke Procurement Policy & Procedures Manual. If an award of a contract is made, notification of such award will be posted for public review on the County of Roanoke Purchasing Division's website under Current Bid Opportunities at <https://www.roanokecountyva.gov/bids.aspx> or you may contact Purchasing directly at (540) 772-2020 to request a copy of the award notification.

Unless the proposal is withdrawn, the Vendor agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Manager.

Inquiries regarding this RFP should be directed to Heath Honaker, at (540) 283-8146 or via email at hhonaker@roanokecountyva.gov. Inquiries for information regarding procurement procedures and/or proposal submission shall be directed to the Purchasing Division.

This RFP consists of this Introduction, ten (10) numbered sections, and the attachments hereto.

Each Vendor is solely responsible for ensuring that such Vendor has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The County is not responsible for any RFP obtained from any source other than the County. Contact Purchasing by phone at (540) 772-2020, or by email at hhonaker@roanokecountyva.gov.

Respectfully,



W.L. Heath Honaker
Purchasing Division Director

Date: April 28, 2022

County of Roanoke, Virginia
Request for Proposal No. 2022-085

McAfee Knob Trailhead Shuttle Service for Roanoke County

SECTION 1. PURPOSE.

The purpose of this Request for Proposal (RFP) is the procurement of qualified transportation companies to provide a fixed route shuttle service consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Vendor.

SECTION 2. BACKGROUND.

Background Information for Vendors:

McAfee Knob is one of the most photographed locations on the Appalachian National Scenic Trail (AT) with approximately 50,000 annual visitors. The National Park Service (NPS) trailhead parking lot on Route 311 that provides access to McAfee Knob has had more demand for use than the current parking lot can accommodate for several years and parking challenges have increased during the COVID-19 Pandemic.

The NPS has been studying the AT Triple Crown Area (Dragon's Tooth, McAfee Knob and Tinker Cliffs) since 2017. The U.S. Department of Transportation's Volpe Center completed a Transit Feasibility Study for the NPS in February 2021 which proposed several scenarios for providing shuttle service to and from the Triple Crown trailhead parking lots. The Transit Feasibility Study was initiated to inform a Visitor Use Management (VUM) Plan currently being written by the NPS. Not only would the Transit Feasibility Study provide long-term shuttle service options for the VUM Plan to consider along with other visitor experience improvements, but it was also intended to provide a foundation for a pilot program for shuttle service during the upcoming construction of the AT pedestrian bridge over Route 311 when available trailhead parking will be reduced by half or more. When the Transit Feasibility Study was presented to County staff in early 2021, staff contended that shuttle service could be utilized immediately due to the vastly increased visitation rates and parking issues observed in 2020.

Roanoke County applied to the Virginia Department of Rail and Public Transportation (DRPT) in February 2022 requesting operating funding through a Demonstration Project Assistance grant. This opportunity offers a means to test shuttle service to determine whether it could be successful as a longer-term solution to address high visitor demand coupled with insufficient parking. Roanoke County is prepared to move forward with the pilot program regardless of the availability of grant funding.

The Baseline Service scenario identified in the Transit Feasibility Study shows that a shuttle would collect passengers at the Interstate 81 Exit 140 Park and Ride located in Roanoke County and would transport passengers to the McAfee Knob trailhead parking lot. The majority of visitors (85 percent) are day hikers, who take between six and eight hours to complete their hikes (Appalachian National Scenic Trail, Triple Crown Area Transit Feasibility Study, February 2021, p. 4). It is anticipated that between 176 and 300 riders will be transported per day.

Proposed shuttle details include:

• Fixed Route:

Interstate 81 Exit 140 Park and Ride to McAfee Knob Trailhead

• Route duration/headway:

30 minutes

• Vehicle:

One 12 passenger van (suggested minimum size).

• Proposed Service hours:

The service needs to be available for 12 hours per day (7 a.m.-7 p.m.) with core hours of operation between 8 a.m. and 4 p.m.

• Service days:

Fridays, Saturdays and Sundays with occasional Mondays for holidays such as, Memorial Day and Labor Day.

• Service duration:

- September 2, 2022 (Labor Day weekend) through November 27, 2022 (end of Thanksgiving weekend)
- March 3, 2023 through November 26, 2023 (end of Thanksgiving weekend)

• Fare:

\$5 per trip, plus fee per ticket for online registration software and credit card fees to be paid by rider.

Performance measures that will assess effectiveness of the pilot shuttle program:

Shuttle/Rider Data:

1. Number of tickets/rides purchased per week
2. Number of passengers transported per shuttle trip
3. Shuttle on-time performance
4. Shuttle reliability
5. Number of unclaimed return trip rides

Feedback to be collected:

1. Driver feedback on operational issues and other concerns
2. Rider feedback on operational and other concerns to be collected through on-board and/or digital survey

SECTION 3. INSTRUCTIONS TO OFFERORS.

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive, and it may be rejected. A Vendor must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. A Vendor requiring clarification or interpretation of this RFP should contact Heath Honaker at (540) 283-8146.
- B. Until such time that an award is published, direct contact with any County employee without the express permission of the Purchasing Manager or designated representative on the subject of this proposal is strictly forbidden. Violation of this Instruction may result in disqualification of Vendor's proposal.
- C. Prospective Vendors, sometimes referred to as providers, operators, vendors, or consultants, are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of the County of Roanoke, which may also be considered.
 1. Organizational structure of firm and qualifications of management personnel.

Prospective Vendors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position. (See Attachment B.)

2. Financial condition of the firm and ability to perform all obligations of any resultant contract.

The sufficiency of the financial resources and the ability of the Vendor to comply with the duties and responsibilities described in this RFP. Each Vendor shall provide a current annual financial report, the previous year's report, the most recent audit, and a statement regarding any recent or foreseeable mergers or acquisitions. Such statements and reports may be

marked as “confidential” in accordance with the requirements set out in Section 4(A) of this RFP. (See Attachment B.)

3. Each Vendor is to state whether or not any of Vendor's owners, officers, employees, or agents, or their immediate family members is currently, or has been in the past year, an employee of the County of Roanoke or has any responsibility or authority with the County that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the County of Roanoke. Each Vendor is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP. (See Attachment B.)
4. Experience in providing the services and/or items requested by this RFP. (See Attachment B.)
5. Prospective Vendors must submit the price such Vendor proposes to charge the County for providing the required services and/or items, including all fees and costs and how they are calculated, [together with all benefits and/or revenue payments they propose to make to the County if appropriate.] (See Attachment B.)
6. The ability, capacity, and skill of the Vendor to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.
7. The character, integrity, reputation, judgment, experience, efficiency and effectiveness of the Vendor.
8. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
9. Prospective Vendors should submit an estimated implementation timeline with their proposal that would be required to be implemented by September 2, 2022.
10. Compliance by the Vendor with laws and ordinances regarding prior contracts, purchases, or services. (See Attachment B.)
11. The conditions, if any, of the proposal. (See Attachment B.)
12. Prospective Vendors should submit, at a minimum, a description of the marketing approach and promotions they intend to pursue to maximize revenues generated from the services or items requested in this RFP.

Provide examples of any promotions or promotional materials. (See Attachment B.)

13. Vendor's Methods or Routes or Dispatch System plan to increase efficiency in delivery of services (Include if applicable; mark proprietary as needed.)
14. Prospective Vendors will explain the method of controlling, securing and maximizing revenues at the locations described in this RFP.

D. Each Vendor should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the County. Each reference should include organizational name, official address, contact person, title of contact, and phone number. (See Attachment B.)

E. Also include any other materials you may want to submit as part of your proposal response.

F. Responses to this RFP must be in the prescribed format (Attachment B—Proposal Response and Checklist).

Vendor shall provide one redacted copy of its proposal fit for public dissemination in the event the County must respond to a Freedom of Information Act request. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one redacted to remove all confidential and proprietary material, must be included in the proposal packet. Vendor shall not mark its entire proposal as confidential/proprietary and/or redact the entire proposal; doing so may result in the disqualification of Vendor's proposal.

G. The County may request additional information, clarification, or presentations from any of the Vendors after review of the proposals received.

H. The County has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Vendor.

I. The County is not liable for any costs incurred by any Vendor in connection with this RFP or any response by any Vendor to this RFP. The expenses incurred by Vendor in the preparation, submission, and presentation of the proposal are the sole responsibility of the Vendor and may not be charged to the County.

J. Each proposal must contain a completed and properly signed Fee Proposal Form, which form is contained in this RFP unless noted otherwise. **NOTE: THERE IS NOT A PROVIDED FORM FOR THIS SOLICITATION.**

- K. Only the County may make news releases pertaining to this RFP or the proposed award of a Contract.
- L. Each Vendor who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Vendor shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Vendor that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Vendor is not required to be so authorized. (See Virginia Code Section 2.2-4311.2.)
- M. Each Vendor is required to disclose if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Vendor by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.

SECTION 4. MISCELLANEOUS.

- A. Ownership of Material. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Vendor shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law. **However, the Vendor must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.** The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.
- B. As this is an RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.

C. **IMPORTANT NOTICE –ADDENDUMS AND NOTICES OF AWARD**

Any interpretation, correction, or change of the RFP will be made by an addendum. The County Purchasing Division or its designee will issue Addenda that will be posted to the County website on the Current Bids Opportunities tab at <https://www.roanokecountyva.gov/bids.aspx>.

Interpretations, corrections or changes of this RFP made in any other manner will not be binding, and Vendors must not rely upon such interpretations, corrections, or changes.

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories. **However, each Vendor is solely responsible for ensuring that such Vendor has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The County is not responsible for any RFP obtained from any source other than the County.**

Although “Notify Me” will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018, phone (540) 772-2020.

The County is not responsible for any RFP obtained from any source other than the County. Contact Heath Honaker, by phone at (540) 283-8146, or by email at hhonaker@roanokecountyva.gov.

- D. No Vendor shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. The County may make investigations to determine the ability of the Vendor to perform or supply the services and/or items as described in this RFP. The County reserves the right to reject any proposal if the Vendor fails to satisfy the County that it is qualified to carry out the obligations of the proposed contract.
- F. The successful Vendor must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, and Title VI of the Civil Rights Act of 1964, and

all other applicable state and federal civil rights statutes, which are incorporated herein by reference.

- G. The successful Vendor must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of the County of Roanoke to maximize participation whenever possible by minority and women owned business enterprises in all aspects of County contracting opportunities.
- I. The successful Vendor shall comply with all applicable County, State, and Federal laws, codes, provisions, and regulations. The successful Vendor shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Vendor in regards to law, code, or regulation compliance. The County reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Code pertaining to bidders, Vendors, vendors, and subcontractors are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, *et seq.*, of the Virginia Code are applicable to this RFP.
- M. The procurement provisions of the Virginia Public Procurement Act as well as the County Procurement Manual, apply to this RFP, unless specifically modified herein. The County's Procurement Manual can be reviewed on the County's electronic procurement website.
- N. Insurance Requirements. Successful Vendor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Vendor, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP. All such insurance shall be primary and noncontributory to any insurance or self-insurance the County may have.

O. The County is applying for state and federal grant funds to offset County's cost for offering the McAfee Knob Shuttle Service. Vendor must be ready, willing and able to meet all state and federal grantor requirements for a grant-subsidized program, including but not limited to accessibility and non-discrimination requirements of civil rights statutes.

SECTION 5. PROTESTS.

Any Vendor who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the County Purchasing Manager within the required time period.

SECTION 6. SERVICES AND/OR ITEMS REQUIRED

The following are the services and/or items that the successful Vendor will be required to provide to the County and should be addressed in each Vendor's proposal.

Each Vendor should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the County under this RFP is subject to negotiations with the successful Vendor, and final approval by the County.

A. Description

The McAfee Knob Trailhead Shuttle Service will consist of:

- A turnkey solution to consist of reservation scheduling to include prior bookings and same day transportation service for individuals to be transported from Interstate 81 Exit 140 Park and Ride to the McAfee Knob Trailhead along with return service to the Park and Ride. Reservation system should include web-based booking, app booking and an option for telephone scheduling during business hours.
- A hosted solution, with web-based access for County and vendor to utilize, to share data regarding riders and to audit records. Such hosted solution will have all requisite data security features necessary to comply with Virginia and federal law regarding electronically stored information.
- Dispatch service for drivers, real-time tracking of all vehicles, customer service. **Live customer service should be available 30 minutes prior to the shuttle service hours starting, and 30 minutes after the shuttle**

service hours have stopped. Dispatch must also work with drivers to record and report no shows to the County.

- Technology to process credit or debit card transactions.
- Vehicle(s) will be clearly marked with appropriate logos or signage to identify vehicles as Roanoke County McAfee Knob Shuttle Service providers.
- Vehicle(s) with the capacity to include transport of wheelchairs and oversized mobility devices, to be in service for 12 hours a day (7am-7pm) to accommodate between an estimated 176 to 300 riders per day.
- Vehicle(s) must also be equipped with cameras.
- Reservation system must distinguish and schedule accordingly for customers who require wheelchair accessible vehicles ("WAV").
- Shuttle service is to be provided between Interstate 81 Exit 140 Park and Ride and the McAfee Knob trailhead parking lot.
- Documentation of date and time of trip and fare information including customer name, gender, age, zip code, level of mobility, email address.
- Provide ridership information and requested audit documents for County on a monthly basis or when requested.

Riders will book their trip directly with the vendor via a reservation system that offers web-based bookings, app bookings or by telephone. The vendor will be responsible for establishing and maintaining its reservation system, dispatch system, transport routes, along with providing customer support and collecting the fare for the shuttle. At the time of trip booking, the vendor must identify whether a passenger will require a wheelchair accessible vehicle for transport.

B. Service Area

Shuttle service is to be provided between Interstate 81 Exit 140 Park and Ride and the McAfee Knob trailhead parking lot. No trips are authorized outside of the defined service area. **Roanoke County reserves the right to adjust the Scope of Work (SOW) between the fall shuttle season and the spring shuttle season, or at the end of the pilot program, which may include additional pick up or drop off locations.**

C. Provider Fleet

The vendor shall submit a recommendation for the amount of vehicle(s) necessary to provide the service that will be utilized for trips as described in this Scope of Services.

All vehicles used in the shuttle service must be in compliance with applicable Federal Motor Vehicle Safety Standards (FMVSS). Vendor is responsible for vehicle inspections, licensing and registration requirement in accordance with applicable federal, state, and local laws. The fleet must meet or exceed the requirements set forth below. The criteria include:

- Vehicles must meet all current Virginia safety inspection requirements.
- Vehicle must be accessible to passengers with mobility limitations.
- Some eligible riders will require wheelchair accessible vehicles. Vendors should identify whether the fleet vehicle(s) are WAV and/or capable of transporting hover-round or other oversize mobility devices.
- Vendors must list the total number of accessible vehicles available for use in the program.
- Fleet vehicle(s) must be available for proposed service Friday through Sunday from 7:00 a.m. until 7:00 p.m. Holidays that fall on a Monday will also require service between the hours of 7:00 a.m. until 7:00 p.m.
- Fleet vehicle(s) must have cameras installed.

Over the course of this agreement, the County has the right to require the vendor to bring any vehicles used in this service to the County maintenance facility for inspection up to two times in a twelve (12) month period.

D. Training

The vendor shall provide documentation of driver training in the following areas:

- PASS certification (Passenger Assistance, Safety and Sensitivity).
- Defensive Driving.

- Record Keeping.
- Ability to secure wheelchairs and other mobility devices.

E. Reservations

- Riders will contact vendor directly to schedule a trip.
- The rider shall be responsible for the \$5 fare of the trip, plus fee per ticket for online registration software and credit card fees to be paid.
- The vendor will disseminate advance information to riders regarding trip booking procedures. The vendor will provide “live” customer support via customer service telephone numbers to assist riders with booking rides; vendor will also provide technology for ride-booking applications through the web or through a mobile app.

F. Service Animals

The vendor will allow a service animal to ride with qualified individuals with disabilities free of charge.

G. Schedule

Shuttle schedule will depart every thirty minutes from the Exit 140 Park and Ride to deliver passengers to the McAfee Trailhead and then return to the Park and Ride. **Potential vendor should recommend the needed vehicle(s) to accommodate this schedule.**

H. Failure to Provide Service

In the event vendor fails to provide service as scheduled, the County will deem such failure a missed trip. Missed trips are those mutually agreed upon, reserved, but not provided by the vendor. The vendor must make all reasonable efforts to provide a backup vehicle to perform the trip. Missed trips without documentation of efforts to contact the customer and no documentation of other circumstance beyond control of the vendor are not eligible to be reimbursed. Three (3) verified missed trips within a rolling 30-day period may be considered a material breach of contract and result in termination of the contract.

I. Required Documentation

1. Trip Manifest. The vendor shall maintain a daily log of all reservations taken, reservations cancelled, trips, and no-shows. The vendor shall maintain records of fares collected. Vendor shall submit such records on a monthly basis or as requested by the County.
2. Complaint Log. The vendor shall maintain a customer complaint log which will identify complaints received regarding their service both directly from the customer and through County customer service. Included within the log shall be a record of investigation of the complaint as well as the resolution. Such Complaint logs shall be submitted on a monthly basis or as requested by the County.

J. Contract Violations and Penalties

A pattern of complaints received by the County regarding timeliness or quality of service may result in termination of the Contract and/or procurement of service from another vendor.

Complaints received by the County or the vendor shall be researched and resolved by vendor within three (3) business days of receipt. Failure to adequately resolve valid customer complaints by the vendor may lead to termination of the Contract.

Falsely reporting a trip as completed which was not actually performed to completion is a direct violation of the contract agreement between County and the provider and as such is grounds for termination of the contract. Further, the County reserves the right to pursue any and all criminal penalties available for fraud in government contracts.

County reserves the right to utilize a mystery shopper as a method to ensure compliance with the rules set forth in the contract.

In the event of quality of service problems with any driver of the vendor, County reserves the right to prohibit specific drivers from transporting riders for services covered by this Contract.

SECTION 7. EVALUATION CRITERIA.

Vendors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. The County of Roanoke does not use a numerical or weighted scoring system when evaluating selection criteria. Major criteria to be considered in the

evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below:

- A. The background, education and experience of the Vendor in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
- B. Reasonableness/competitiveness of proposed fee and/or benefits to the County, although the County is not bound to select the Vendor who proposes the lowest fees or most benefits for services. The County reserves the right to negotiate fees and/or benefits to the County with the selected Vendor(s).
- C. The Vendor's responsiveness and compliance with the RFP requirements and conditions.
- D. Determination that the selected Vendor has no contractual relationships which would result in a conflict of interest with the County's contract.
- E. The Vendor's ability, capacity and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- F. The quality of Vendor's performance in comparable and/or similar projects.
- G. Whether the Vendor can provide the services and/or deliver the items in a prompt and timely fashion.
- H. Vendor's willingness to accept the County's sample contract.

SECTION 8. SELECTION PROCESS.

- A. Pursuant to Section 2.2-4302.2 (A)(4) of the Code of Virginia, selection of the Vendor will be as follows:
 - 1. The County's designee shall engage in individual discussions with two or more Vendors, if there be that many deemed fully qualified, responsible and suitable on the basis of initial responses with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Vendors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed projects as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs including, where appropriate, design, construction, life cycle cost, nonbinding estimates of price for services, and other matters.

Methods to be utilized in arriving at a price for services may also be discussed. Properly designated proprietary information from competing Vendors shall not be disclosed to the public or competitors, except as may be required by law.

2. At the conclusion of discussions outlined in the paragraph above, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the two (2) or more Vendors whose professional qualifications and proposed services are deemed most meritorious shall be ranked in order of preference.
3. Negotiations shall then be conducted, beginning with the Vendor ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Vendor. Otherwise, negotiations with the Vendor ranked first shall be formally terminated and negotiations conducted with the Vendor ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Vendor is fully qualified, or that one Vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Vendor.

B. All proposals submitted in response to this RFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of County personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the County as appropriate. The award of a contract, if made, will be made to the Vendor whose proposal best furthers the interest of the County. The County reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Vendor whose proposal is deemed to be in the best interest of the County.

C. Oral Presentation. Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the County and may or may not be conducted.

D. Vehicle Presentation: Vendors who submit a proposal in response to this RFP may be required to conduct a demonstration with the proposed vehicle that will be used in the shuttle service, along with their proposal to the selection committee or person. This provides an opportunity for the Vendor to clarify or elaborate on the vehicle. This is a fact finding and explanation session only and does not

include negotiation. Vehicle presentations are strictly at the option of the County and may or may not be conducted.

- E. The County reserves the right to make multiple awards as a result of this solicitation.

SECTION 9. COOPERATIVE PROCUREMENT.

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Awarded Vendor, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The Awarded Vendor shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the vendor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment A to RFP # 2022-085 - MCAFEE KNOB TRAILHEAD SHUTTLE SERVICE contains terms and conditions that the County will include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the County and the Vendor during negotiations. However, if a Vendor has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Vendor wants to discuss during negotiations, the Vendor should set forth such objections, changes, or additions in such Vendor's proposal submitted in response to this RFP. Otherwise, submission of a proposal by a Vendor will obligate such Vendor, if it is the successful Vendor, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the successful Vendor.

In order to be eligible for award, proposers must be responsive and responsible.

- A. Responsive proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- B. Responsible proposers are those prospective vendors who, at a minimum, must:

- Have adequate financial resources, as required during performance of the Contract.
- Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
- Have a satisfactory record of past performance.
- Have necessary technical capability to perform.
- Be qualified as a regular provider of the services being offered.
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

END



**ATTACHMENT A: SAMPLE CONTRACT
(Final Contract May Differ)**

**COUNTY OF ROANOKE, VIRGINIA
SAMPLE CONTRACT BETWEEN COUNTY OF ROANOKE AND
FOR**

MCAFEE KNOB TRAILHEAD SHUTTLE SERVICE FOR ROANOKE COUNTY

This Contract # 2022-085 is dated _____, 20____, between the County of Roanoke, Virginia, hereinafter referred to as the "County" or "Owner," and

(legal name and address of vendor)

hereinafter referred to as the "Vendor," {**NOTE: Use one of the following if applicable:**}
{a _____ corporation.} {an Individual.} {a _____ Partnership.} {a _____ Limited Liability Company.}

WITNESSETH:

WHEREAS, Vendor has been awarded this nonexclusive Contract by the County for furnishing all equipment, materials, goods, labor, and services necessary for _____ and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

NOW, THEREFORE, THE COUNTY AND THE VENDOR AGREE AS FOLLOWS:

SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.

For and in consideration of the money hereinafter specified to be paid by the County to the Vendor for the Work provided for in this Contract to be performed by the Vendor, the Vendor hereby covenants and agrees with the County to fully perform the services, provide any materials called for to construct, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work/Fee Schedule (Exhibit 2).
3. List of Locations (Exhibit 3).

4. Proposal of Vendor and dated _____ (Exhibit 4). **(To be provided after selection of Successful Vendor.)**
5. County Special Terms and Conditions if required (Exhibit 5).
6. Invitation to Bid No. or Request for Proposal No. _____, which is incorporated herein by reference.

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the County documents and this Contract will control over any Vendor supplied documents or information.

SECTION 2. CONTRACT AMOUNT.

The County agrees to pay the Vendor for the Vendor's complete and satisfactory performance of the Work in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed \$ _____, as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the County, and the Contract amount may be decreased by the County's assessment of any damages against the Vendor, as may be provided for in this Contract or by law, and the County retains the right of setoff as to any amounts of money the Vendor may owe the County. However, Vendor further acknowledges and agrees that any request for Vendor to perform Work under this Contract is in the sole discretion of the County and that there is no guarantee of any minimum amount of Work that may be requested by the County and that no Work may be requested.

SECTION 3. TERM OF CONTRACT.

- A. The term of this Contract shall be for one (1) year, from _____ through _____, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the County.
- B. By mutual agreement of the parties, the contract may be renewed for up to nine (9) additional one (1) year periods of any combination thereof. If either party wants to renew the Contract, that party shall give a written request to renew to the other party before the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within ten (10) days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within ten (10) days, the request to renew shall be deemed to be rejected, unless the parties mutually agree otherwise.
- C. All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract.

SECTION 4. TIME OF PERFORMANCE.

The Vendor shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the County representative to the Vendor, and the Vendor covenants and agrees to fully construct, perform, and complete the Work and/or provide the goods called for by this Contract established by such notice. The Vendor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterrupted at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Vendor will cooperate and coordinate with the other County Vendors or employees doing other work or using the area where Vendor is working.

SECTION 5. PAYMENT.

- A. The County and Vendor agree that the County will only pay the Vendor for time actually spent and materials actually provided on the Project requested and accepted by the County. The payment requested shall be for the services completed and/or materials supplied for the Project, as specified in the Scope of Work (Exhibit 2) and as approved by the Department of Planning for Roanoke County. A written progress report detailing work completed, identified problems, and remaining work shall accompany each request for payment, together with sufficient documentation of all reimbursable expenses or costs.
- B. Also, sufficient documentation of all costs, expenses, materials supplied, and/or hours worked may be requested by the County and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for work actually performed, services actually supplied, and/or materials or goods furnished to the County, all of which need to be approved and accepted by the County prior to such payment, unless otherwise provided for in the Contract documents. Invoices for work rendered and accepted shall be submitted by Vendor directly to the Department of Planning for Roanoke County to the attention of Paula Benke. Approval and payment of such invoices shall be the responsibility of the Department of Planning for Roanoke County or designee. Once a payment request has been received by the County, the County will process such payment request. If there are any objections or problems with the payment request, the County will notify the Vendor of such matters. If the payment request is approved and accepted by the County, payment will be made by the County to the Vendor not more than 30 days after such request has been approved.
- C. The services the Vendor may be requested to provide the County are those items set forth in Exhibit 2 (Scope of Work) and/or Exhibit 3 (Bid Form), which list of services may be amended by the mutual agreement of the parties. The prices to

be paid to the Vendor for such services provided to and accepted by the County under the provisions of this Contract shall be the current price(s) as set forth in Exhibit 3 (Bid Form). Unless otherwise stated in this Contract, the price(s) shall include all applicable charges such as pick up, delivery, printing, packaging, shipping, and other charges including any Local, State and/or Federal tax.

SECTION 6. SALES TAX EXEMPTION.

The County is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the County's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9. This tax-exempt status does not transfer to the Vendor for any taxes associated with the work under this Contract.

SECTION 7. FREE ON BOARD, RISK OF LOSS, AND TITLE.

All prices include F.O.B. Destination, inside delivery, unless otherwise noted in this Contract. The risk of loss from any casualty, regardless of cause, shall be on the Vendor until the items have been delivered to County personnel making the request and accepted by the County. The risk of loss shall also be on the Vendor during the return of any items to the Vendor. Title to the items shall pass to the County upon receipt and acceptance of such items by the County.

SECTION 8. INSPECTION / AUDIT.

Vendor shall permit the authorized representatives of the County to inspect and audit all data and records of System relating to the performance of this Agreement.

Vendor agrees that following the completion of any audit report prepared in accordance with terms herein, it will promptly refund to the County any payments that are mutually agreed upon found to be unsupported by acceptable records or in violation of any other provisions of this Agreement.

SECTION 9. WARRANTY OF MATERIAL AND WORKMANSHIP.

Vendor agrees that all items provided to the County will be new, or if an item is refurbished or remanufactured, such item will meet the industry standards for such item, and the item shall be clearly labeled as refurbished or remanufactured, and that all such items include such warranties as may be provided by Virginia law together with any warranties provided by the manufacturer of the item. Vendor shall use reasonable commercial efforts to assist the County in processing warranty claims against a manufacturer. Vendor also agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like Vendors in Virginia. Further, Vendor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Vendor agrees that Vendor shall repair or

replace, at Vendor's sole expense, and to the satisfaction of the County, any items, material, equipment, or part of the item that is found by the County to be defective or not in accordance with the terms of this Contract.

SECTION 10. PAYMENTS TO OTHERS BY VENDOR.

The Vendor agrees that Vendor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Vendor's payment to other entities, and the Vendor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Vendor by the County. Vendor further agrees that the Vendor shall indemnify and hold the County harmless for any lawful claims resulting from the failure of the Vendor to make prompt payments to all persons supplying the Vendor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the County may, in the County's sole discretion, after providing written notice to the Vendor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the County determines it to be appropriate to do so.

SECTION 11. HOLD HARMLESS AND INDEMNITY.

Vendor shall indemnify and hold harmless the County and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out the negligence acts or omissions of Vendor, or its employees, agents, assigns or subcontractors on or near County's property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Vendor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.

Vendor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, all applicable licensing requirements, environmental regulations, OSHA regulations, and all federal and state civil rights statutes. Vendor shall conform to the requirements of the County's Title VI plan. Vendor further agrees that Vendor does not and shall not, during the performance of its Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

SECTION 13. INDEPENDENT VENDOR.

The relationship between Vendor and the County is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Vendor shall, at all times, maintain its status as an independent Vendor, and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Vendor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Vendor will be responsible for all actions of any of its subcontractors and that they are properly licensed.

Subcontracts: No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract and compliance with applicable General Terms and Conditions (including, without limitation, the non-discrimination and drug-free workplace provisions). The County reserves the right to decline any subcontractor.

SECTION 14. REPORTS, RECORDS, AND AUDIT.

Vendor agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. The County, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Vendor. This includes the County's right to audit and/or examine any of the Vendor's documents and/or data as the County deems appropriate to protect the County's interests.

SECTION 15. INSURANCE REQUIREMENTS.

Vendor and any of its subcontractors for this Contract shall maintain the insurance coverages set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage set forth in Exhibit 1, including workers' compensation coverage regardless of the number of Vendor's employees. Such insurance coverage shall be obtained at the Vendor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Vendor under this Contract. Additional insured endorsements, if required, must be received by the County within 30 days of the execution of this Contract or as otherwise required by the County's Risk Manager.

SECTION 16. DEFAULT.

If Vendor fails or refuses to perform any of the terms of this Contract, which includes providing poor services, work or materials, the County may, by written notice to Vendor, terminate this Contract in whole or in part. In addition to any right to terminate, the County may enforce any remedy available at law or in equity in connection with such default, and Vendor shall be liable for any damages to the County resulting from Vendor's default. The County further reserves the right to immediately obtain such work or services from other entities in the event of Vendor's default.

SECTION 17. NONWAIVER.

Vendor agrees that the County's waiver or failure to enforce or require performance of any term or condition of this Contract or the County's waiver of any particular breach of this Contract by the Vendor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Vendor and does not bar the County from requiring the Vendor to comply with all the terms and conditions of the Contract and further does not bar the County from asserting any and all rights and/or remedies it has or might have against the Vendor under this Contract or by law.

SECTION 18. FORUM SELECTION AND CHOICE OF LAW.

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke County Circuit Court or in the Roanoke County General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

SECTION 19. SEVERABILITY.

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected, and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20. NONDISCRIMINATION.

A. During the performance of this Contract, Vendor agrees as follows:

1. Vendor will not discriminate against any rider, employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Vendor in all solicitations or advertisements for employees placed by or on behalf of Vendor will state that Vendor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. Vendor shall comply with all aspects of County's Title VI plan as provisions of the Plan apply to Vendor.

B. Vendor will include the provisions of the foregoing Section A (1., 2., and 3.) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 21. DRUG-FREE WORKPLACE.

A. During the performance of this Contract, Vendor agrees to (i) provide a drug-free workplace for Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Vendor that Vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Vendor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

SECTION 22. FAITH BASED ORGANIZATIONS.

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the County does not discriminate against faith-based organizations.

SECTION 23. DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT CERTIFICATION OF VENDOR

The Vendor certifies that none of the persons who will provide services requiring direct contact with riders has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses; other felony offenses or misdemeanor sex offenses within the past ten years.

The Vendor further understands and acknowledges that if they or their agents make a materially false statement regarding any of the above offenses, they will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the Vendor understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, they must complete a new certification regarding such person in a form satisfactory to Roanoke County. Data and Conviction information will be requested when required.

SECTION 24. ASSIGNMENT.

Vendor may not assign or transfer this Contract in whole or in part except with the prior written consent of the County. If consent to assign is given, no such assignment shall in any way release or relieve the Vendor from any of the covenants or undertakings contained in this Contract, and the Vendor shall remain liable for the Contract during the entire term thereof.

SECTION 25. CONTRACTUAL DISPUTES.

Contractual claims, whether for money or for other relief, including any disputes as to change orders or extra work, shall be submitted, in writing, no later than sixty (60) calendar days after final payment or payment designated as a final payment; however, written notice of the Vendor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Vendor. A written decision upon any such claims will be made by the Board of Supervisors or its designee (hereafter "BOS"). The Vendor may not institute legal action prior to receipt of the County's decision on the claim unless the BOS fails to render such decision within ninety (90) calendar days from submittal of its claim. The decision of the BOS shall be final and conclusive unless the Vendor within six (6) months of the date of the final decision on a claim or from expiration of the 90-day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the County to render a decision

within said ninety (90) calendar days shall not result in the Vendor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within said ninety (90) calendar days shall be Vendor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract.

SECTION 26. SUCCESSORS AND ASSIGNS.

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 27. HEADINGS.

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

SECTION 28. COUNTERPART COPIES.

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 29. AUTHORITY TO SIGN.

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

SECTION 30. NOTICES.

All notices must be given in writing and shall be deemed valid if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To County: County of Roanoke
Department of Planning
5204 Bernard Drive
Roanoke, Virginia 24018
Email: pbenke@roanokecountyva.gov

Copy to: County of Roanoke
Purchasing Division
Attn: Heath Honaker

5204 Bernard Drive, Suite 300F
Roanoke, Virginia 24018
Email: hhonaker@roanokecountyva.gov

Notices shall be deemed to be effective one (1) day after sending if sent by overnight courier, electronic mail or three (3) days after sending it by certified mail, return receipt requested.

SECTION 31. PROTECTING PERSONS AND PROPERTY.

The Vendor expressly undertakes, both directly and through its subcontractors, every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Vendor's operation in connection with the Work. The Vendor will maintain adequate protection of all Vendor's Work to prevent damage to it and shall protect the County's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Vendor agrees to be responsible for the entire Work and will be liable for all damages to the Work including, but not limited to, damages to any property of the County or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the County shall be the responsibility of the Vendor. Vendor shall also be responsible for any inventory shortages and discrepancies of any type.

SECTION 32. CONTRACT SUBJECT TO FUNDING.

This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Vendor agrees that the County may terminate this Contract on seven (7) days' written notice to Vendor, without any penalty or damages being incurred by the County. Vendor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

SECTION 33. SUSPENSION OR TERMINATION OF CONTRACT BY COUNTY.

The County, at any time, may order Vendor to immediately stop work on this Contract, and/or by seven (7) days' written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Vendor shall immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the County all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Vendor in performing this Contract whether completed or in process (unless otherwise directed by the notice).

- A. If the termination or stop work order is due to the failure of the Vendor to fulfill any of its Contract obligations, the County may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Vendor shall be liable to the County for any damages allowed by law and, upon demand of County, shall promptly pay the same to County.
- B. Should the Contract be terminated or work is stopped not due in any way to the fault of the Vendor, the Vendor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the County and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
- C. The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract, and County may pursue any and all such rights and remedies against Vendor as it deems appropriate.

SECTION 34. ETHICS IN PUBLIC CONTRACTING.

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, Vendors, Vendors, and subcontractors are applicable to this Contract.

SECTION 35. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Vendor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Vendor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The County may void the Contract if the Vendor fails to remain in compliance with the provisions of this section.

SECTION 36. OWNERSHIP OF REPORTS AND DOCUMENTS.

Vendor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Vendor to the County, and all such items shall become the sole property of the County. The Vendor agrees that the County shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the County may reproduce, copy, and use all such items as the County deems appropriate, without any restriction or limitation on their use and without any cost or charges to the County from Vendor. Vendor hereby transfers and assigns all such rights and items to the County. Vendor further agrees Vendor will take any action and execute any documents necessary to accomplish the provisions of this Section. The Vendor also warrants that Vendor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

SECTION 37. ENTIRE CONTRACT.

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

SIGNATURE PAGE TO FOLLOW.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

(Full Legal Name of Consultant)

By _____

Printed Name and Title

COUNTY OF ROANOKE, VIRGINIA

By _____

Heath Honaker, Purchasing Division Director

Approved as to execution:

County Attorney/Assistant County Attorney

**EXHIBIT 1
TO CONTRACT
BETWEEN COUNTY OF ROANOKE
AND _____**

FOR MCAFEE KNOB TRAILHEAD SHUTTLE SERVICE FOR ROANOKE COUNTY

REFERENCE: RFP # 2022-085

EXHIBIT 1: SAMPLE CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

INSURANCE REQUIREMENTS SECTION

The Vendor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Vendor nor any subcontractor shall commence work under this Contract until the Vendor has obtained and provided proof of the required insurance coverage to the County and such proof has been approved by the County. The Vendor confirms to the County that all subcontractors have provided Vendor with proof of such insurance or will do so prior to commencing any work under this Contract.
- B. Vendor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverage required by this section. The County and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverage of any such policies and such insurance coverage shall be primary and noncontributory to any insurance and/or self-insurance such additional insured may have. The Vendor shall immediately notify in writing the County of any changes, modifications, and/or termination of any insurance coverage and/or policies required by this Contract. The Vendor shall provide to the County with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) The County and its officers, employees, agents, assigns, and volunteers are additional insured as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Vendor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Vendor and any subcontractors under this Contract.)

OR

(2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Vendor under this Contract, to the County and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Vendor and any subcontractors under this Contract.)

However, if B (1) or (2) cannot be provided, the County's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. The County of Roanoke shall also be named as the Certificate Holder.

C. **The following insurance coverages and limits are required in order to provide services or materials to Roanoke County general government agencies and the Roanoke County Public Schools. These limits may be adjusted depending on the type of service or materials being provided and the exposure to risk.**

The Successful Vendor shall carry Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Vendor, and shall deliver a Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the County of Roanoke and Roanoke County Public Schools, their supervisory boards and members thereof, officers, agents, employees and volunteers as additional insureds on the Commercial General Liability, Automobile Liability and Excess/Umbrella Liability coverage. The additional insured status shall be endorsed to the coverage with the provision that this coverage "is primary to all other coverage the County of Roanoke and/or Roanoke County Public Schools may possess." A Certificate of Insurance evidencing the additional insured status must be presented to the County of Roanoke and/or Roanoke County Public Schools along with a copy of the Endorsement prior to work or services beginning.

The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Best. In addition, the insurer shall agree to give the County 30 days' notice of its decision to cancel coverage.

(1) **Workers' Compensation**

Statutory Virginia Limits

Employers' Liability Insurance

- \$100,000 for each Accident by employee
- \$100,000 for each Disease by employee

- \$500,000 policy limit by Disease

(2) **Commercial General Liability—Combined Single Limit**

- \$1,000,000 each occurrence including contractual liability for specified agreement
- \$2,000,000 General Aggregate (other than Products/Completed Operations)
- \$2,000,000 General Liability-Products/Completed Operations
- \$1,000,000 Personal and Advertising injury
- \$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

(3) **Business Automobile Liability** – including owned, non-owned and hired car coverage

- Combined Single Limit - \$1,000,000 each accident

Compliance by the Vendor with the foregoing requirements as to carrying insurance shall not relieve the Vendor of their liabilities provisions of the Contract

D. Contractual Liability covers the following indemnity agreement: "The Successful Vendor agrees to indemnify, defend and hold harmless the County of Roanoke and Roanoke County Public Schools, their supervisory boards and members thereof, officers, agents, employees and volunteers from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorney's fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Vendor, provided that such liability is not attributable to the County or School Division's sole negligence."

E. The classification code numbers appearing on the Commercial General Liability coverage parts shall not exclude the symbols "X-C-U".

F. The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with the Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of Roanoke and Roanoke County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

G. The certificate holders on the Accord form Certificates of Insurance shall be:

County of Roanoke Projects

Roanoke County Board of Supervisors
5204 Bernard Drive, Suite 300F
Roanoke, VA 24018
Attn: Purchasing Dept.

H. **Claims Made Policies**

If the liability insurance purchased by the Vendor has been issued on a "claims made" basis, the Vendor must comply with the following additional conditions. The limits of liability, and the extensions to be included as described previously in these provisions, remain the same. The Vendor must either:

- (1) Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Vendor's work under this Contract, or
- (2) Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

END

**EXHIBIT 2
TO CONTRACT
BETWEEN COUNTY OF ROANOKE
AND _____**

FOR MCAFEE KNOB TRAILHEAD SHUTTLE SERVICE FOR ROANOKE COUNTY

REF: RFP# 2022-085

EXHIBIT 2 SCOPE OF WORK/FEE SCHEDULE

The services, work, and/or items that the Vendor shall provide in a timely and proper manner in accordance with the Contract include, but are not necessarily limited to, the following:

The final scope of services will be negotiated with the Selected Vendor

**ATTACHMENT B
TO
RFP # 2022-085 - MCAFEE KNOB TRAILHEAD SHUTTLE SERVICE 2022-085**

ATTACHMENT B: PROPOSAL RESPONSE AND CHECKLIST

Fully complete the following pages and submit along with Page 2 (Signature Page) of the RFP and all applicable attachments.

I. General Information

Vendor's (Legal Business) Name: _____

Doing Business As (If Different Name): _____

Person to Contact Regarding this RFP (Name): _____

Telephone Number: () _____

Email Address: _____

Check type of organization:

Corporation _____

Partnership _____

Sole Proprietor (Individual) _____

Other (describe) _____

If Sole Proprietor (individually owned), number of years in business: _____

Have you ever operated under another name? Yes _____ No _____

If yes -

Other name: _____

Number of years in business under this name: _____

State license number under this name: _____

II. Organization of Firm

The Vendor should submit as **Attachment 1** at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.

III. Financial Condition of Vendor

The sufficiency of the financial resources and the ability of the Vendor to comply with the duties and responsibilities described in this RFP.

The Vendor shall submit as **Attachment 2** a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 4(A) of this RFP.

IV. Experience

The Vendor shall submit as **Attachment 3** a narrative of their firm's experience in providing the services and/or items in this RFP, including type of business, business location, and number of years in business.

V. References

Each Vendor should provide as **Attachment 4** the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the County. Each reference should include organizational name, official address, contact person, title of contact, and phone number.

VI. Conditions of Vendor's Proposal

Vendor shall submit as **Attachment 5** any conditions to the Vendor's proposal or exceptions to the sample contract (**Attachment A** to the RFP).

VII. Conflict of Interest

____ Vendor, owner, officer, employees, agents and immediate family members are not now, and have not been in the past year, an employee of the County of Roanoke, or have no responsibility or authority with the County that might affect the procurement transaction or any claim resulting therefrom.

OR

State the complete name and address of each such person and their connection to the County of Roanoke. Each Vendor is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 (L) of the RFP, apply to this RFP.

Name _____ Address _____

VIII. Convictions and Debarment

If you answer yes to any of the following, state on **Attachment 6** the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information.

1. In the last ten years, has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:
 - a. ever been found guilty on charges relating to conflicts of interest?
Yes No
2. a. Is your organization or any officer, director, partner or owner currently debarred or enjoined from doing federal, state or local government work for any reason?
Yes No
- b. Has your organization or any officer, director, partner or owner ever been debarred or enjoined from doing federal, state or local government work for any reason?
Yes No

IX. Compliance

If you answer yes to any of the following, give the date of the termination order, or payment, describe the project involved, and explain the circumstances relating to same,

including the names, addresses and phone numbers of persons who might be contacted for additional information on **Attachment 7**.

1. Has your organization:

a. ever been terminated on a contract for cause?
Yes No

X. Confidential & Proprietary Information

Identify the section and page number of any information in your proposal that has been identified as confidential, proprietary or a trade secret (see Section 4(A) of the RFP).

Page Number	Section	Description of Confidential and/or Proprietary Information
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Vendor shall provide one redacted copy of its proposal, fit for public dissemination, in the event the County must respond to a Freedom of Information Act request. The redacted copy of Vendor's proposal shall be provided on USB Drive or other electronically transferable media and shall be redacted to protect any confidential and/or proprietary information and shall be labeled as such. Vendor shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Vendor's proposal.

XI. Vendor Provided Pricing Structure

The Vendor shall submit as **Attachment 8** price such Vendor proposes to charge the County for providing the required services and/or items, including all fees and costs and how they are calculated **[together with all benefits and/or revenue payments they propose to make to the County if appropriate]**.

Attachments:

The following items should be included with your RFP response. Place a check mark on the line next to each applicable item submitted with your proposal. Write N/A (not applicable) on the line next to those items that do not apply to your response.

RFP Signature Page (Pg. 2) of RFP _____

Direct Contact with Students Form
(USE WHEN REQUIRED) N/A

Removable Media Containing
Redacted Version of Proposal _____

Attachment B (Proposal Response
And Checklist) to RFP 2022-085 _____

1. Organization of Firm _____
2. Financial Reports _____
3. Experience _____
4. References _____
5. Conditions of the Proposal _____
6. Debarment Explanation _____
7. Compliance Explanation _____
8. Vendor Provided Pricing Structure _____

Signed Addendum Acknowledgements
(Provided any are posted for this project) _____

ATTACHMENT C
TO
RFP # 2022-085 - MCAFEE KNOB TRAILHEAD SHUTTLE SERVICE 2022-085

ATTACHMENT C: FEDERAL REQUIREMENTS

This RFP does have Federal Requirements that need to be met for Federal Funding. The below items are the new clauses and items required for this solicitation.

Federal Clauses

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

CHARTER SERVICE

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

The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

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

1 Federal Equal Employment Opportunity (EEO) Requirements.

These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

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

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq.,

prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

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

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

Clean Air Act

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

Federal Water Pollution Control Act

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

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act.

Compliance with the Contract Work Hours and Safety Standards Act.

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

DEBARMENT AND SUSPENSION

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

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

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

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the Search Results
Web results

Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18 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 Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FLY AMERICA

a) Definitions. As used in this clause—

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

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly

America Act) requires contractors, Agency's, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PROMPT PAYMENT

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

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

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

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

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
1. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

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

SCHOOL BUS OPERATIONS

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

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

If Contractor violates this School Bus Agreement, FTA may:

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

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

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

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

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

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

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

TERMINATION

Termination for Convenience (General Provision)

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

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

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

Opportunity to Cure (General Provision)

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

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

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

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

Termination for Default (Transportation Services)

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

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

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

Termination for Default (Construction)

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

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

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

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

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

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

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

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

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

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

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

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- 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 any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

Signature of notary and SEAL: _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000.,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor's Authorized Official: _____