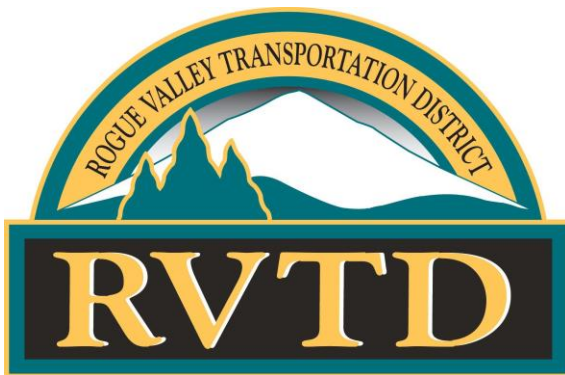


April 27, 2022

# Request for Proposals

ADA/NEMT CAD Scheduling System RFP #043022TF



## Rogue Valley Transportation District

3200 Crater Lake Ave  
Medford, OR  
97504

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## **PART 1: GENERAL INFORMATION**

### **1.1 Agency Information**

Request For Proposal (RFP) No: #043022TF

Procuring Agency: Rogue Valley Transportation District

Address: 3200 Crater Lake Ave  
Medford, OR 97504

Project Manager: Tim Fountain  
Phone/Fax: (541) 842-2072 / (541) 842-2071

### **1.2 Background and Objectives**

#### **Background**

The Rogue Valley Transportation District (RVTD) is a Public Transportation Special District formed in 1975 in Jackson County, Oregon. RVTD is funded through property taxes, fare revenue, state and federal grants, advertising and other miscellaneous revenue. RVTD operates 13 routes, Monday – Saturday with a fleet of 40 buses. RVTD also operates several other transportation programs including their accessible transportation program Valley Lift, which operates with a fleet of 21 vans operating the same days and hours as the fixed route and the TransLink NEMT Medicaid transportation brokerage with services provided throughout Oregon and occasionally across the US.

#### **Valley Lift Accessible Services**

RVTD operates their Valley Lift program, an accessible, shared-ride, origin-to-destination transportation service for individuals living within  $\frac{3}{4}$  mile (known as the Valley Lift boundary) of a bus stop. Valley Lift operates Monday – Friday 0500 – 2145 and Saturdays from 0700 – 1900. Currently, there is no service on Sundays. The district operates a fleet of 21 vehicles for Valley Lift services but expects to increase that number as the district grows. Dispatching and scheduling are facilitated through the TripSpark Novus scheduling software, and all Valley Lift vans are equipped with TripSpark MDT Rangers which communicate trip information and route directions to drivers. Valley Lift services meet or exceed the requirements of 49 CFR, Part 37 of the DOT ADA regulations.

The district also holds contracts with social service agencies and the Oregon Department of Human Services (DHS) to provide accessible transportation services to individuals with disabilities traveling to and from work and to assist low-income individuals with disabilities to remain living independently in their local community by removing the cost of transportation as a barrier. Unlike the Valley Lift program, RVTD's DD53 Program and the RVTD PLUS Program, provide services up to 1.5 miles from a fixed route bus stop. The additional service area allows

more people to participate in the program while ensuring reliable access to the districts ¾ mile Valley Lift boundary. All trips under the DD53 and PLUS programs are free to registered users.

There are two ways trips can be scheduled on the Valley Lift program. Clients can either make their transportation requests by phone or through RVTD's online portal managed through the TripSpark Novus software. Phone requests are accommodated the day before, while online portal requests require at least 2 days notice. Generally, the process for scheduling rides is client's will call into our call center. Our call takers will collect basic trip information and note any special requests or additional passengers before providing the caller their pickup window (15-minute window on either side of their requested pickup time for initial pickups, 30 minutes from their requested pickup time for all other requests; will-calls are accommodated within 1 hour of the clients call return). All trips on Valley Lift are \$4 and PCA's ride free.

#### **ADA Paratransit (Valley Lift) Statistics (2018 – 2022 averages)**

(Please note, COVID impacts to annual trip counts created abnormal ridership numbers. RVTD fully expects service to return to pre-pandemic levels within the next year or two.)

- Total Number of Vehicles: 21
- Average number of annual trips:
  - 2018-19: 46,894
  - 2019-20: 39,393
  - 2020-21: 27,294

#### **TransLink Medicaid NEMT Services**

TransLink is a call center providing contracted NEMT scheduling services. Currently, TransLink holds two (2) CCO (Coordinated Care Organization) contracts and one OHA (Oregon Health Authority) contract for members living within a seven-county area. Although TransLink primarily serves the seven-county area, approximately 15-20% of NEMT trips are to locations across Oregon and approximately 2% of trips to other parts of the US (California, Minnesota, Washington, Idaho, Texas to name a few).

TransLink adheres to NEMT rules established by the OHA and CCO contracts. Both sets of rules are equally important for the brokerage to follow. NEMT services are currently managed through OBSS (Oregon Brokerage Software System) which has been specifically developed and used continuously at the TransLink Brokerage for the past twenty years handling all aspects of the NEMT services TransLink offers. OBSS currently handles all provider billing, manual scheduling of trips (vans, sedans, common carrier, bus passes/tickets, secure transports, and volunteers), management of all complaints which includes communication with providers on responses, tracking authorized provider vehicles and drivers, and mileage reimbursement (meals, miles and lodging) to name a few. OBSS currently handles the following transaction sets:

- **270 Transaction Set** – The 270 Transaction Set is used to transmit Health Care Eligibility Benefit Inquiries from health care providers, insurers, clearinghouses and other health care adjudication processors. The 270 Transaction Set can be used to make an inquiry about the Medicare eligibility of an individual.

- **271 Transaction Set** - The 271 Transaction Set is the appropriate response mechanism for Health Care Eligibility Benefit Inquires. There are several levels (i.e., Information Source, Information Receiver, Subscriber, etc.) at which a transaction can be rejected for incomplete or erroneously formatted inquiry information.
- **835 Transaction Set** – Known as the Health Care Claim Payment and Remittance Advice, is the electronic transmission of healthcare payment / benefit information. It's mainly used by healthcare insurance plans to make payments to providers, provider Explanations of Benefits, or both.
- **837 Transaction Set** – 837 files contain claim information and are sent by healthcare providers (doctors, hospitals, etc.) to payors (insurance companies) and often contains multiple claims with data such as the patient's condition for which treatment was provided, the services provided and the cost of the treatment.
- **999 Transaction Set** – Implementation Acknowledgement document used to confirm that a file was received and may include additional information about whether the received transaction had errors.

### **NEMT Contract Rules**

The links below outline the minimum requirements for delivering NEMT services in Oregon. We have provided links to both Oregon Health Authority NEMT rules and Coordinated Care Organization NEMT rules.

- **Oregon Health Authority NEMT Rules – Fee-For-Service/Open Card:**  
<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1723>
- **Oregon Health Authority NEMT Rules – Coordinated Care Organizations (CCO):**  
Oregon Administrative Rules - OAR 410-141-3920 through OAR 410-141-3965)  
<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1728>
- **NEMT Rules for CCOs:**  
**Jackson Care Connect (JCC)** - (Exhibit B, Part 1, Section 5, starting on page 57)  
<https://www.oregon.gov/oha/OHPB/CCODocuments/Jackson-County-Oct19-Dec24-signed.pdf>  
**Cascade Health Alliance (CHA)** – Exhibit B, Part 1, Section 5, Starting on page 57)  
<https://www.oregon.gov/oha/OHPB/CCODocuments/Cascade-Health-Alliance-Oct19-Dec20-signed.pdf>

### **NEMT Statistics (2018 – 2022 averages)**

- NEMT Contracted Providers: 25-30
- Total number of NEMT vehicles:  
275 +/-
- Total number of certified drivers:  
275-325 +/-

### **Average number of annual trips:**

- 2018-19: 235,344
- 2019-20: 203,778
- 2020-21: 146,647
- June 2021-March 2022:  
99,784

Ridership decreases are due primarily to the COVID-19 pandemic and changes in contractual agreements with CCOs. Although ridership numbers are low, TransLink is seeing incremental increases in the number of trips Medicaid members are taking.

## Objectives

The Rogue Valley Transportation District (RVTD) is requesting proposals from qualified firms to implement and administer the District's ADA Paratransit software AND Non-Emergent Medical Transportation (NEMT) software. Preferred vendors should provide a platform that supplies an on-demand environment for managing and supporting all RVTD's demand responsive transportation services. In the event a single firm cannot provide all the components of the needed software, RVTD reserves the right to award to multiple firms to meet the district's needs. RVTD's preference is to procure a single, unified software solution that incorporates all essential software components and associated equipment.

RVTD currently requires several software platforms to provide the ADA and NEMT services. The installation, configuration and acceptance of the ADA software and equipment is the priority in this procurement due to the annual license fees renewing April 2023 and the use of equipment that is past its useful life and no longer supported by the vendor. Substantial completion of the project is determined by meeting the March 31, 2023 deadline for the ADA services. Thereafter, the selected vendor(s) will provide the solution for the NEMT services.

Outlined in the scope of work are pieces of equipment and software that RVTD has designated as required to procure. Other items outlined have been requested by staff and found to be necessary to improve operational efficiencies. RVTD will be outfitting all 21 ADA vehicles in the demand response fleet with the selected equipment and, if possible, the NEMT Provider fleets as well. Given the purpose of this procurement, it is imperative that proposers possess the ability to interface with other equipment and software.

RVTD is seeking to replace all or part of the ITS architecture as part of this procurement. RVTD is requesting a technology solution to continue to enhance its ADA and NEMT transportation services. RVTD seeks to improve the efficiency and effectiveness of our services through the acquisition and implementation of a centralized web-based scheduling and dispatching software solution. RVTD seeks a solution that at a minimum, reduces manual data entry, automates trip scheduling, increases the overall customer experience and service usage, and improves service delivery.

It is RVTD's intent to provide firms the opportunity to offer proven software products with little customization to meet the districts needs. The specifications herein may not have addressed all the functional elements of a particular vendor's software product/IT technology. Such omissions are not intended to imply the district does not desire these elements under this procurement. A full featured, functionally diverse software package is encouraged as long as it meets the basic needs described in the requirements.

**RVTD is not interested in developing software with a vendor for the purposes of satisfying this RFP.**

**The district currently uses Spare Labs for our general public microtransit solution and is not seeking a replacement through this solicitation.**

## PART 2: FEATURES AND SERVICES RVTD IS SEEKING

It is required that proposers bid on at least one item listed as “required” and state their terms for integrating that feature with other proposers who may be selected to provide the remaining core features. Items listed as “required” will be awarded during this procurement process. Items on the “options” list may or may not be awarded. Proposers are encouraged to bid on groups of “required” items in addition to any “options” on the list. In other words, proposers are encouraged to bid on required items as a group as well as including optional items. Given the nature of this procurement, multiple awards may be possible, and it is important proposers outline their abilities to interface with other vendors.

The following tables list the required and optional software features RVTD is requesting.

**Required:** Sections marked with an “X” are required by RVTD.

**Included:** Check box if your solution includes the software feature.

**Not Available:** Check box if your solution does not offer this software feature.

**Able to Develop / Accommodate:** Select this box if your software does not have this feature but your firm can develop or has an accommodation for the item.

| 1.0 | ADA: Rider Services  | Required | Included                 | Not Available            | Able to develop / Accommodate |
|-----|--|----------|--------------------------|--------------------------|-------------------------------|
| 1.1 | White Label app  |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>      |
| 1.2 | Rider allowed to schedule, cancel, change, etc., rides up to 60+ days in advance   | X        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>      |
| 1.3 | Alerts for clients including no-show, lates, cancel, changes/modification to trips, vehicle arrival, etc.                    | X        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>      |
| 1.4 | Allow riders to access historical (past) trips and schedule new trips from past trips  |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>      |
| 1.5 | Allow online registration for portal and app access  |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>      |
| 1.6 | Allow riders to save favorites such as home, work, school, etc. for easy retrieval.  |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>      |
| 1.7 | Text to speech / large font ability for individuals with visual disabilities, i.e. ADA compliant web services                |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>      |
| 1.8 | Link to RVTD’s bus fare program UMO for mobile payment options integration   |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>      |
| 1.9 | Portal and phone app to show business names, street names, street addresses, etc to user when booking trips at the map level |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>      |

|      |   |   |                          |                          |                          |
|------|---|---|--------------------------|--------------------------|--------------------------|
| 1.10 | Turn-by-turn walking directions for app users   |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.11 | Ability to select pickup/drop off locations with drop pin or similar on map and allow app and portal users to search locations by typing location/business name or address  |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.12 | Show vehicles in real-time to rider when vehicle is within a certain range of rider's location  |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.13 | Ability for district to create zones and stops with zones. App should display zones / stops to passenger and when pickup is from a stop within a zone, app to give rider turn-by-turn walking directions  |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.14 | Allow riders to schedule other riders traveling with them including PCAs with or without mobility devices, other mobility devices, children of all ages with or without car seats, service animals, attendants, etc                               | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.15 | App to show total cost of trip and summarize all charges (additional riders, reduced fare, etc)   |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.16 | App and portal shall limit the ability to schedule trips when RVRTD services are closed, during holidays, etc. Both app and portal shall provide rider with brokerage information such as contact numbers, service hours, call center hours, etc. |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.17 | FAQ / News section for news and information.  |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.18 | Ability for district to push real-time announcements through app for alerts like emergencies, changes, service delays, etc.   |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.19 |   |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.20 | Ability for riders to view details about future and past trips and pull a report of their trips for their records   |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.21 | Riders are able to schedule routine or subscription trips.  | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.22 | If available, give riders the ability to schedule same day/real-time rides  |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.23 | Enforce suspensions by preventing booking of trips through app or portal. Alerts to rider indicating the suspension duration, reason, etc., is desired to minimize confusion.   |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.24 | Ability to also push surveys, user experience, "how was your ride" along with an integrated process for collecting complaints and compliments for any aspect of the service (driver, call taker, equipment, fare, etc.)                           |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.25 | Allow riders to make changes to certain information such as age, gender, emergency contact, mobility devices, etc.).  |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



|            |   |                 |                          |                          |                                      |
|------------|---|-----------------|--------------------------|--------------------------|--------------------------------------|
| 1.26       | Option to create and display certain messages and alerts to riders when scheduling certain rides. For instance, ability to display the districts bag limit when the rider schedules a trip from a grocery store. The intent is to automate reminders at the trip level when using the app or portal |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 1.27       | Ability to display other transportation options and resources in area that may also be of interest to rider (lyft, uber, volunteer programs, bus info, etc)   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 1.28       | Ability to display driver and vehicle info to rider through app and portal reducing confusion for rider   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 1.29       | Solution that allows a parent, guardian, or delegate to schedule trips for one or more eligible individuals when the parent/delegate is authorized  | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| <b>2.0</b> | <b>ADA: Driver Services</b>   | <b>Required</b> | <b>Included</b>          | <b>Not Available</b>     | <b>Able to develop / Accommodate</b> |
| 2.2        | Allow in vehicle device the ability to modify trips (create, change, update, cancel, no-show, etc.,) along with adding notes (custom/canned) when needed (rider not ready when arrived, too many packages, etc.)  | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 2.3        | Driver able to manually enter address/location name. System should allow for searching of addresses or businesses.  |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 2.4        | Provide turn-by-turn directions (audio/visual) directing driver to pickup/drop off locations or to the rider's location.  | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 2.5        | Allow driver to communicate with passenger via app should driver be unable to locate the passenger. Can be canned or custom messages.   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 2.6        | White Label App   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 2.7        | Software should run on both iOS and Android based devices   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 2.8        | Software to accurately track vehicle mileage, location, start/end times, pickup/drop off times, driver name/vehicle, speed, etc real-time.  | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 2.9        | Driver able to communicate real-time through app with dispatch through canned or custom messages.   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 2.10       | The ability to move trips from one driver/vehicle/provider to another when accidents, breakdowns, weather issues arise.   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 2.11       | Software should have systems in place to continue tracking when cell / wifi service is poor (dead reckoning).   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 2.12       | App should allow other apps to operate concurrently on same device  |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |

|            |   |                 |                          |                          |                                      |
|------------|---|-----------------|--------------------------|--------------------------|--------------------------------------|
| 2.13       | App should allow other programs to operate concurrently such as fare, mapping, etc.   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 2.14       | App shall ensure map, and app software are up to date as new versions are released.   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| <b>3.0</b> | <b>ADA: Admin/Dispatch Services</b>   | <b>Required</b> | <b>Included</b>          | <b>Not Available</b>     | <b>Able to develop / Accommodate</b> |
| 3.1        | Ability for district to replay past trips as the service was provided (turn-by-turn directions, wait times, speeds, etc.)   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 3.2        | Ability to add, cancel, remove, reschedule, status, etc., trips   | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 3.3        | Admin/dispatch able to view real-time vehicle status, speed, location, passengers, history, days schedule, etc.   | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 3.4        | Ability to assign / reassign trips outside scheduling engine as needed  | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 3.5        | Ability for dispatch/admin to modify, create, add, and delete zones, stops, boundaries, etc. of services and areas as needed  | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 3.6        | System to batch and assign trips to vehicles based on several factors that include, but are not limited to most efficient, direct path, most cost-effective provider, fastest route, etc.   | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 3.7        | Allow district to add additional services and programs as needed to maximize capacities, service times, etc as opportunities arise.   | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 3.8        | Allow district to quickly and easily respond to emergent situations by increasing or decreasing service zones, limiting services in certain areas, limiting services to only life sustaining needs, etc   | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 3.9        | Admin/dispatch able to view client records to verify mobility status, eligibility, emergency contacts, main contacts, past trips, etc   | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 3.10       | Ability for district to manage client records which include eligibility status, demographic info, mobility needs, service notes, driver notes, contact info, past complaints, etc. Should also have the ability to add custom fields as needed to track district specific data. | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 3.11       | Ability for district to schedule trips within ADA guidelines (pickup windows, will-calls, scheduled pickup/drop off trips, same-day requests, etc.  | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 3.12       | Ability to integrate ADA, NEMTrips together easily (as needed) to improve efficiencies, customer service, maintain costs, etc.  |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |
| 3.13       | Ability for district to track trip-by-trip eligibility ensuring clients are only taking trips that cannot be provided on the districts fixed route service.   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>             |

|      |   |   |                          |                          |                          |
|------|---|---|--------------------------|--------------------------|--------------------------|
| 3.14 | Ability to suspend/ban passengers with flexibility in suspension start/end dates, times, services, etc.   | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.15 | Ability for system to manually and automatically send notices (sms, email, etc.) to riders when they cancel, schedule, no-show, modify, etc., their ride request. |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.16 | Ability to manage each program individually to break out billing, trips, metrics, providers, etc.   |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.17 | Ability to make simple changes to fare with minimal configurations, as needed to accommodate special events, free fare days, etc.                                 |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.18 | Option to view and store mobility evaluations within client record to track assessments of a client's ability to use the fixed route.                             |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.19 | Option to manage vehicles (capacities, vehicle type, vehicle age, lift-equipped, etc.)  | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.20 | Option to create invoices and bill agencies for contracted trips and services   |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.21 | Mapping software should be updated annually to ensure the most up to date map information is available.   | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.22 | Ability to add floating/movable driver breaks and lunches allowing both breaks and lunches to happen between a predetermined period defined by the district       |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.23 | Ability to add private notes (internal use only) along with notes for the driver and general client notes.  | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.24 | Ability to cap trips at individual program levels for clients who have limits on monthly trips, trip purpose, distance-based trips, etc.                          |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.25 | System shall have the capacity to use street level GIS map data to calculate driving and length of duration during the scheduling process.                        | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| 4.0  | NEMT Rider Services  | Required | Included                 | Not Available            | Able to Develop/<br>Accommodate |
|------|--|----------|--------------------------|--------------------------|---------------------------------|
| 4.1  | Text to Speech ability for visually impaired, vibrate for alerts and app messages  |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.2  | White Label App  |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.3  | Allows rider to schedule, cancel, change, etc. rides up to 90+ days (OHA requirement)  | X        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.4  | Rider alerts of vehicle arrival, late, no service, no-show, schedule trip, service changes/system emergencies, eligibility changes, etc.   |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.5  | Allow rider to view historical trips and schedule trips from past bookings/trips (customizable by brokerage)   |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.6  | Allow rider to register an account through app   |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.7  | One app to integrate all services (NEMT, ADA)  |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.8  | Allow rider to save most visited or favorite locations such as home, work, etc.  |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.9  | Show names and addresses of locations when booking trips   |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.10 | Select pickup/drop off locations with drop pin and allow rider to search locations with address or business name   |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.11 | Allow real-time tracking of vehicle arrival within certain timeframe of pickup   |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.12 | Display turn-by-turn walking directions from riders' current location to the stop/zone and display both zone/stop to rider in app.   |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.13 | Able to schedule PCA (personal care attendant), PCA in wheelchair, attendants, children, riders with mobility devices (service animals, walkers, wheelchairs), guests, car seats, etc. | X        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.14 | Display service days and hours of service(s) to rider within app   |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.15 | Able to display service hours and days, helpful tips for scheduling rides, using the app, links and other apps available, etc., within firms app.                                      |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.16 | Rider able to view trip details within app for all scheduled trips (including volunteer, trip status (scheduled, cancelled, etc.) and for reimbursement requests.                      |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.17 | Book real-time or same-day transportation requests when allowed by brokerage.  |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.18 | Brokerage able to restrict what services, days, times, etc., the app can be used for.  |          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| 4.19 | Prevent rider from booking trips when ineligible or suspended through brokerage with the ability to define   | X        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |

|      |  |                 |                          |                          |                                     |
|------|--|-----------------|--------------------------|--------------------------|-------------------------------------|
|      | suspension duration, what services rider is suspended from, conditions, etc.   |                 |                          |                          |                                     |
| 4.20 | Ability to provide eligibility status to the client when any eligibility changes may impact their next ride. Preferably, app would also not allow other trips to be scheduled while rider is ineligible.                   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 4.21 | Able to push surveys, user experience, feedback, compliments, complaints which are sent to brokerage and tracked (complaints/compliments) for reports and service improvements through app.                                |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 4.22 | Allows rider to update basic information such as phone number, emergency contact, etc.) within app or online portal.   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 4.23 | Canned app messages for individual locations when needed. For instance, when going to a grocery store, important information would be displayed such as the allowable number of packages, prohibited items, etc.           |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 4.24 | Make driver name and phone number available to rider within 2 days of booking trip (OHA requirement)   | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 4.25 | Allow delegates, parents, guardians, etc., to schedule trips for the benefit of their family, patients, clients, etc.  | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 4.26 | Rider able to schedule bus trips and request tickets/passes for their local transit agency.  |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 4.27 | App to offer tutorials, videos and documentation for rider written at a 6th – 8th grade level per ORS rules  |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 4.28 | Software should run on both iOS and Android based devices.   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 5.0  | <b>NEMT: Driver/ Provider Interface</b>  | <b>Required</b> | <b>Included</b>          | <b>Not Available</b>     | <b>Able to develop/ Accommodate</b> |
| 5.1  | Driver able to report real-time arrival and departure times, trip status (no-show, cancel at door, in progress), and add new stop for rider as needed. Updates shall occur at intervals of 5 seconds or less.              |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 5.2  | Provide driver with turn-by-turn, hands-free directions to use the map navigation; software will handle this automatically. All mapping, manifest and other trip services will be presented through one, single interface. | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 5.3  | Driver app able to operate concurrently alongside other active apps and software   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 5.4  | Ability to provide driver with basic rider information (address, phone number, name, mobility devices, special instructions, other grouped riders, etc.)   | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 5.5  | Provider able to create paper or digital manifest for driver in the event there is a hardware failure, system issue, etc.  | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |

|      |  |                 |                          |                          |   |
|------|--|-----------------|--------------------------|--------------------------|---|
| 5.6  | Solution that allows provider to manage billing, invoicing, trip review, rebills, reject/approve trip assignments, status of trips (no-show, cancel, provided, etc.).  | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 5.7  | Driver able to notify rider of their arrival (automatically or manually) through SMS, phone, app alert) with canned or custom messages.  |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 5.8  | Brokerage able to push announcements, program updates, emergency alerts/messages, best practices, program updates, reminders, etc., as needed.   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 5.9  | Allow driver to make notes within the app to report issues or important alerts, etc.   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 5.10 | Solution to track driver location, route, etc., and maintain historical record of service (10-year retention)  | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 5.12 | Allow driver to bill and submit billing for trips provided when assigned/authorized by brokerage.  |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 5.13 | Allow provider to import/export spreadsheet for billing as well as having the ability to manually enter billing for trips as needed  | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 5.14 | Driver able to create incident report through app or website. Intuitive guide to ensure driver has documented all facts, details and needed information prior to submittal.  |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 5.15 | Features that improve efficiencies for both drivers and passengers, shortest/quickest route, rider notification tools, service reminders (late arrival, late trip, cancelled, etc.)  |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 6.0  | <b>NEMT: Brokerage Admin/Dispatch</b>  | <b>Required</b> | <b>Included</b>          | <b>Not Available</b>     | <b>Able to develop/<br/>Accommodate</b> |
| 6.1  | Brokerage able to automatically assign trips through batch process (preferred by area, county, zip, city, group, purpose, contract, vehicle type etc.)   | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 6.2  | Ability to generate reports and track programs and trips (number of trips per month, week, program, rider, limited trips).   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 6.3  | Able to schedule out trips 90+ days in advance and modifiable by brokerage when needs change   | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 6.4  | Order, process and distribute full fare, reduced fare and fare of different values from multiple transit agencies.   | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 6.5  | Ability to connect to software through API   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 6.6  | Ability to manage reimbursement requests replacing paper verification. Verification sheets are used by brokerage for riders to take to their medical professional to sign verifying they attended their appointment at the scheduled date, time, location, |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |

|      |  |   |                          |                          |                          |
|------|--|---|--------------------------|--------------------------|--------------------------|
|      | purpose, doctor, etc. Verification slips are returned to the brokerage for processing and payment.   |   |                          |                          |                          |
| 6.7  | Schedule and track local and long-distance trips including those traveling outside Oregon.   |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.8  | Schedule common carrier trips (commercial airline, train, and bus)   |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.9  | Group trips manually, by batch or automatically with ability to limit how some groups share rides depending on the brokerages need (emergencies, COVID-19, female/male only, methadone, common pickup/drop off locations, etc)   |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.10 | Fleet and Driver Management tracking tool with preventive maintenance issues, inspections, driver tracking to include training, citations/tickets, name, age, etc.   |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.11 | Process reimbursement for multiple programs with different reimbursement rates for common services like lodging or meals. Reimbursement rates vary from contract to contract   | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.12 | Ability to temporarily modify provider service availability parameters when emergencies, foul weather, etc happen unexpectedly or when planned.  |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.13 | Notes section capturing notes that are displayed specifically for drivers, admin, etc.   | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.14 | System to automatically manage notifying providers or drivers when a trip has changed after they've received the request. (e.g., change in pickup address, drop-off address, etc)  | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.15 | System to automatically update mileage for trip(s) when the pickup or drop-off locations change, or additional locations are added.  | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.16 | Ability to schedule non-eligible members/riders when needed and with supervisor approval.  |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.17 | Allow brokerage to specify a specific provider/driver for member as needed or required   |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.18 | Ability to dedicate a portion of fleet to stay in specific geographical area based on brokerage needs or provider abilities.   |   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.19 | System to check eligibility through the 270/271 process verifying eligibility at the time of trip request and other times as needed by brokerage. Method for when eligibility changes to notify staff, provider and rider.   | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.20 | Provide solution for our afterhours call center access to an option to check member eligibility and identify after hours providers available in the members area based on cost, mode, options, etc. This option should not provide full access to the system but only what is needed to execute the above needs. | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

|      |  |                 |                          |                          |   |
|------|--|-----------------|--------------------------|--------------------------|---|
| 6.21 | Ability to manage trips at the program level so individual programs could have limits on monthly trips, trip purpose, distance-based trips, etc.   | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 6.22 | System shall have the capacity to use street level GIS map data to calculate driving and length of duration during the scheduling process. System will also use street GIS level map data to identify one-way street information while calculating length and trip duration. | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 6.23 | System should be capable of providing a map showing specific trip origin and/or destination location (such as large rural parcels with multiple structures or a hospital or mall) using the GIS capabilities of the software   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 7.0  | <b>NEMT: Quality Assurance / Complaints / Oversight</b>  | <b>Required</b> | <b>Included</b>          | <b>Not Available</b>     | <b>Able to develop/<br/>Accommodate</b> |
| 7.1  | Ability to generate program letters to riders (no-show, cancel, denial, eligibility, etc.) based on information from software  |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 7.2  | Performance tracking of providers including on-time performance, quality of service, complaints, driver issues, etc.   | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 7.3  | Contract oversight of providers including inventory and tracking of individual drivers, vehicles, insurance, training, complaints, compliments, investigations, resolution, etc.   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 7.4  | Able to suspend providers or drivers with way to create auto start and end times, add notes on circumstances, etc., so trips are not assigned to them.   | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 7.5  | Ability to import and/or track or perform Automotive Service Excellence (ASE) vehicle inspections which are essential in contract oversight and addressing issues of vehicle safety and compliant equipment.   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 7.6  | Complaint tracking solution from initial complaint to resolution with a reporting tool. Should be flexible in the reporting and documentation needs of the brokerage and allow brokerage to add attachments, images, recordings, etc.  | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 7.7  | For complaints needing a response from the provider, brokerage should have the ability to specify how long provider has before response is considered late, when reminders go out, etc. as determined by brokerage.  |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 7.8  | Ability for brokerage / providers to see how well providers are doing with on-time performance, overall service issues, complaints, no-shows, mileage, etc.  |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |



|     |   |                 |                          |                          |   |
|-----|---|-----------------|--------------------------|--------------------------|---|
| 7.9 | Solutions to generate letters that describe denial, no-show, service modification and eligibility letters for multiple contracts which use different denial codes, letter head, attachments, etc. Denial letters represent a large and complex process for the brokerage and the need for flexibility is paramount. |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 8.0 | <b>NEMT: Billing / Accounting</b>   | <b>Required</b> | <b>Included</b>          | <b>Not Available</b>     | <b>Able to develop/<br/>Accommodate</b> |
| 8.1 | System able to handle and process as needed 835/837 transactions. Brokerage should have the ability to modify, as needed, 835/837 format with our individual contracts as information required varies from contract to contract.  | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 8.2 | Solutions for accounting and processing provider billing, rebills, disputes over service performed and charges, rate changes, additional charges/costs, mileage/pick rates, after hours / holiday rates, oxygen and supplied wheelchair rates, etc.   | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 8.3 | Solution that allows brokerage to accept or reject, billing or invoices based on criteria or threshold determined by brokerage controlled at the provider level.  | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 8.4 | Ability to track debit and check payments to members under our reimbursement program. The creation of a CSV file to use for loading debit cards with our bank would be a plus.  |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 8.5 | Track at the trip level, status of reimbursement payments such as when the request was approved, when the debit card was loaded or check requested, if there are pending loads, rejected card loads, etc.   |                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 8.7 | Ability to adjust payments to providers and members after payment has been made and account for that adjustment in future payments as needed. (Overpayments for services, trips not taken, etc).  | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |
| 8.9 | Ability to issue fare to members from multiple transit agencies accounting for differences in bus pass/ticket costs, reduce fare, promotions, etc. and ability to track when various fare types are issues to reconcile invoice from agencies.  | X               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                |

### **PART 3: KEY DATES**

| <b><u>Event</u></b>   | <b><u>Date</u></b>      | <b><u>Time</u></b> |
|---|-------------------------|--------------------|
| Request for Proposal Issued   | 04/27/2022              |                    |
| Technical Teleconference Questions Due  | 05/26/2022              | 5:00 PM (PST)      |
| Technical Teleconference  | 06/02/2022              | 10:00 AM (PST)     |
| <b>Technical Teleconference Phone number: (605) 313-5145</b><br><b>Participant Code: 156274</b> |                         |                    |
| Proposals Due   | 07/01/2022              | 2:30 PM (PST)      |
| Evaluation of Proposals   | 07/11/2022 - 07/29/2022 |                    |
| Qualified Proposer Interviews   | 08/01/2022 – 08/05/2022 |                    |
| Best and Final Offer Letters Due  | 08/17/2022              | 2:30 PM (PST)      |
| Pre-Award Notice  | Estimated 08/25/2022    |                    |
| Notice to Proceed   | Estimated 09/01/2022    |                    |
| Substantial Project Completion  | 03/31/2023              |                    |

RVTD reserves the right to change the schedule or terminate the selection process at any time at RVTD's sole discretion. Notice thereof will promptly be provided to parties on the RVTD's RFP responders list by e-mail if available, by letter if not.

## **PART 4: INSTRUCTIONS TO PROPOSERS**

### **4.1 Proposer's Representation**

By submitting a proposal, the proposer represents that:

- 1) Proposer has carefully studied the Proposal Documents. Proposer understands the Proposal Documents and the proposal is fully in accordance with the requirements of those documents,
- 2) Proposer has thoroughly examined the [rvtd.org](http://rvtd.org) site, has become familiar with RVTD services which might directly or indirectly affect the contract work, and has correlated its personal observations with the requirements of the proposed Contract Documents, and
- 3) Proposal is based on the materials, design, and services required by the Proposal Documents without exception.

### **4.2 Proposal Documents**

a. Copies -

- 1) Copies of the Instruction to Proposers can be obtained online at [www.rvtd.org/about/RFPor](http://www.rvtd.org/about/RFPor) or in person at 3200 Crater Lake Ave. Medford OR 97504 or request to be emailed by calling Ms. Wilbur at 541-608-2431 or submitting a request by email at [dwilbur@rvtd.org](mailto:dwilbur@rvtd.org).

b. Interpretation or Correction of Proposal Documents -

- 1) If any proposer, in their study of the Proposal Documents, is in doubt as to the true meaning of any part of the Proposal Documents or finds errors, discrepancies, or omissions in them, shall request interpretation or correction of those errors, discrepancies, and omissions by the Owner.
- 2) Request for such clarification shall be in writing and be received by the Owner by May 20, 2022. Owner will promptly correct or interpret the portion of the Proposal Documents in question by issuing an Addendum to all proposers. Corrections or interpretations made in any way other than by an Addendum have no validity and shall be deemed unreliable.
- 3) If errors, discrepancies, or omissions are discovered in the Proposal Documents less than four working days before proposal opening, proposers shall prepare proposals based on order of precedence given in the General Conditions.
- 4) Addenda - Addenda, if necessary, will be sent to the Responders List and be available online at [www.rvtd.org/about/RFP](http://www.rvtd.org/about/RFP).

### 4.3 Proposal Procedures

a. Form & Style of Proposal -

1) Proposal shall be prepared on Contractor's Forms, except forms that must be completed in Part 6 - Required Forms section.

2) Signatures shall be in longhand and executed by a representative of proposer duly authorized to make contracts.

b. Submission of Proposals -

1) Submit a set of one original and three complete physical copies in an opaque envelope containing: A Technical Proposal, Cost Proposal, contract template and all required materials. Envelopes shall be sealed, bear proposer's name, and be addressed as follows

Rogue Valley Transportation District  
CAD/AVL System RFP #043022TF  
3200 Crater Lake Avenue  
Medford, Oregon 97504  
Attention: Debbie Wilbur- Finance Manager

2) It is proposer's sole responsibility to see that its proposal is received at specified time. Proposals received after specified time will be returned unopened.

3) No oral, facsimile transmitted, telegraphic, or telephonic proposals, modifications, or cancellations will be considered. An electronic copy may be submitted in addition to 4.3(b) requirements.

4) Modification or Withdrawal of Proposal - Proposer has the right to withdraw the proposal in full by notifying RVTD in writing within 7 days of proposal due date.

c. Confidential or Trade Secret Materials –

1) It is the proposer's responsibility to determine if their proposal information is of confidential or trade secret qualified material. The original proposal set shall bear a confidential materials mark on each page the proposer deems should not be shared upon a Freedom of Information Act Request. However, RVTD reserves the right to share information it deems does not qualify under the exclusions of FOIA.

### 4.4 Form of Agreement Between Owner & Contractor

- a. Agreement Form to Be Used - Project Contract and Agreement form will be provided by RVTD to Contractor. If you desire to use your own Agreement, review by RVTD Legal Counsel will occur. RVTD is requesting an example contract in the proposal to expedite the review process. The Contract Agreement must include the federal clauses included in this proposal.
- b. The Rogue Valley Transportation District has major responsibilities which include the operation of a public transportation system and the planning, design and programming of transportation projects. All contracts are awarded by the RVTD administrative office.

- c. RVTD receives funding from both the federal government and the state. Therefore, RVTD adopts procurement policies and procedures that are consistent with federal regulations and the laws of the state of Oregon. Additional guidance on specific contractual actions is provided by Oregon Attorney General's Model Public Contract Rules, FTA Circular 4220.1F and FTA's Best Practices Procurement & Lessons Learned Manual revised October 2016.

## PART 5: EVALUATION & RVTD’S RIGHTS

Proposal and the required proposal documents described in Part 6. The Proposal will be evaluated by a committee of RVTD personnel and subject matter experts. Proposals will be evaluated based on the following scoring criteria:

|   |   |    |
|---|---|----|
| 1 | Project Understanding & Technical Capacity 10 points each   | 60 |
|   | <ul style="list-style-type: none"> <li>● Understanding and ability to meet RVTD’s ADA and NEMT requirements</li> <li>● Ability to meet RVTD’s ‘required’ and ‘optional’ specifications for the project</li> <li>● Design, operation and interoperability approach</li> <li>● Demonstrated understanding of RVTD’s project approach and needs</li> <li>● Description of software and equipment, including 3<sup>rd</sup> party or subcontractor if used</li> <li>● Timeliness of project schedule and implementation plan</li> </ul> |    |
| 2 | Qualifications & Experience 10 points each  | 30 |
|   | <ul style="list-style-type: none"> <li>● Experience in performing work similar in nature and/or related to the work described in the Scope of Work</li> <li>● Prior experience integrating with multiple vendors</li> <li>● Experience working with transit agencies, strength and financial stability of the firm</li> </ul>   |    |
| 3 | References 5 points each  | 10 |
|   | <ul style="list-style-type: none"> <li>● Satisfaction of key references</li> <li>● Proven track record of performance in installation and ongoing support</li> </ul>  |    |
| 4 | Cost 10 points each   | 20 |
|   | <ul style="list-style-type: none"> <li>● Competitive and reasonable</li> <li>● Value added features or services, innovative project approach</li> </ul>   |    |

### 5.1 Technical Teleconference

A Technical Teleconference will be held June 2, 2022 from 10:00AM – 11:00AM PST. Proposers can submit questions in advance via email (due on May 26, 2022 by 5:00PM PST) to [RFP@rvtd.org](mailto:RFP@rvtd.org) and shall reference RFP #043022TF in the subject line. Questions may be read and answered during the teleconference. Additional questions may be asked during the teleconference if time permits. Participants should call the following phone number:

**Phone number: (605) 313-5145**  
**Participant Code: 156274**

### 5.2 Responder List

**Only those persons who contact the Procurement Specialist by email or in writing will be on the Responders List.** The Responders List is used to send updates and amendments regarding this RFP. RVTD will not automatically send notifications regarding this RFP to other outlets though updates will be available on our website at [www.rvtd.org/about/RFP](http://www.rvtd.org/about/RFP). To participate in the Responders List please contact Ms. Wilbur at: [dwilbur@rvtd.org](mailto:dwilbur@rvtd.org) or send to 3200 Crater Lake Ave. Medford, OR 97504. Please be aware RVTD has the right to share the responders list upon request.

### 5.3 Technical Questions

Final Technical Questions shall be received by RVTD by May 26, 2022 by 5:00PM PST. RVTD will respond to the questions via written response. Responses will be sent to the Responders list and posted online at [www.rvtd.org/about/RFP](http://www.rvtd.org/about/RFP). Questions, Responses and, if necessary, Addendums will be available online at [www.rvtd.org/about/RFP](http://www.rvtd.org/about/RFP). ALL TECHNICAL QUESTIONS SHOULD BE SENT TO: [RFP@rvtd.org](mailto:RFP@rvtd.org) and shall reference RFP #043022TF in the subject line.

### 5.4 Technical Proposals and All Required Material

Hard copies of the Technical Proposals and All Required Material are due to RVTD no later than July 1, 2022 (07/01/2022) by 2:30PM (PST) to: 3200 Crater Lake Ave., Medford OR, 97504 with “ADA/NEMT System RFP 043022TF” written on the package. Electronic proposals will be accepted in addition to the hard copy submissions but not in lieu of and must also be received by the deadline. Proposals can be dropped off in person at 3200 Crater Lake Ave., Medford, OR, 97504 with notice. RVTD reserves the right to allow proposers to submit incomplete or missing information by the end of the day July 7, 2022.

### 5.5 Evaluation of Proposals

Proposers’ responsiveness to all required materials will be evaluated using the criteria in Section 5. An Evaluation Committee will review the proposals and independently score each proposal. The Evaluation Committee will convene to discuss the scores and calculate averages across each scorer. RVTD has the right to designate a ‘competitive range’ determined by the average scores if

it identifies a significant gap between higher and lower score totals. RVTD intends to have proposal evaluations completed by July 29, 2022. RVTD will notify proposers who are deemed to not be within a competitive range and will not continue to be considered by RVTD.

RVTD may request all proposers who are within the competitive range to provide a demonstration of their software and participate in an interview. RVTD will contact the proposers the week of July 25, 2022 to select a date and time for the week of August 1-5, 2022. RVTD's Evaluation Committee may revise the original scores using the responses from the interviews to identify which vendors should remain within the competitive range. Best and Final offers may be requested from only those vendors who have been identified as remaining within the competitive range by the Evaluation Committee.

#### **5.6 Award**

Written requests for Best and Final Offer will be published to proposers who remain within the competitive range. Best and Final Offers will be due to RVTD no later than August 17, 2022 by 5:00PM (PST). Anticipated notice of Pre-Award is scheduled on or before August 25, 2022. Contractor shall not begin work until Notice to Proceed Letter has been received, which is scheduled to occur on or before September 1, 2022.

#### **5.7 Substantial Project Completion**

Substantial Project Completion shall occur by March 31, 2023.

#### **5.8 Required Proposal Forms**

Required Proposal Forms, located in Section 6 must be submitted with the Proposal for a proposal to be considered responsive. All required forms are contained within the proposal documents and located in Section 4: Required Proposal Forms. Non-responsive proposals may be rejected.

#### **5.9 Proposer's Qualifications**

Proposals must meet insurance requirements on the project (Section 5.20). All proposers must execute the certification forms provided in the Instructions to Proposers for proposals to be considered responsive. Non-responsive proposals may be rejected. Proposer's past performance, organization, subcontractor selection (if applicable) and ability to perform and complete its contract in manner and within time specified, together with amount of proposal cost, will be elements considered in award of contract. Proposal must list qualifications and information for the team positions used on this project.

#### **5.10 Owner's Right to Reject Proposals**

The Owner reserves the right to reject any or all proposals and to waive any irregularities therein. Owner reserves the right to award all or portions of the proposal titled "Project Options".



#### **5.11 Negotiation and Request for Best and Final Offer**

The Owner reserves the right to conduct written or oral negotiations with offerors who submit proposals within a competitive range, price and evaluation factors considered. RVTD reserves the right to request Best and Final Offers (BAFO) from proposers who are considered to be within a competitive range.

#### **5.12 Proof of Insurability**

Proposers must submit a copy of their current certificate of insurance (COI) with their proposal. If the COI does not include the required coverage and minimum limits as specified in the Section 3.8, Proposers must also submit a letter from their insurance provider stating the provider's commitment to insure the Proposer, if awarded the contract, for the types of coverage and at the limits specified in Section 5.20.

#### **5.13 Term of Contract**

RVTD will enter into a contract with the anticipated term of September 1, 2022 through December 31, 2023.

#### **5.14 Independent Contractor**

- A. The parties intend that an independent relationship will be created by this contract. RVTD is interested primarily in the results to be achieved; the implementation of services will lie solely with CONTRACTOR. No agent, employee, servant or representative of CONTRACTOR shall be deemed to be an employee, agent, servant or representative of RVTD for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits RVTD provides to its employees. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, servants, SUBCONTRACTORS or representatives during the performance of this Contract.
- B. In the performance of the services herein contemplated, CONTRACTOR is an independent CONTRACTOR with the authority to control and direct the performance of the details of the work. However, the results of the work contemplated herein must meet the approval of RVTD and shall be subject to RVTD's general rights of inspection and review to secure the satisfactory completion thereof.
- C. CONTRACTOR shall designate a representative to act on its behalf. Said representative shall have full authority to direct all affairs in respect to the work performed under this Contract.

**5.15 Assignment and/or Subcontracting**

RVTD and CONTRACTOR, each for himself, binds himself, his principals, successors, assignees and legal representatives of such party in respect of all covenants of this Contract. This Contract and all obligations arising thereunder shall not be sold, assigned or transferred by either party without the previous consent, in writing, of the other party to this Contract.

The performance of all activities contemplated by this Contract shall be accomplished personally by CONTRACTOR, persons and SUB-CONTRACTORS identified in the submittal. CONTRACTOR shall not assign or subcontract performance to others unless specifically authorized in writing by RVTD in advance. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.

**5.16 Safeguarding Client Information /Trade Secrets or Confidential Proprietary Data**

CONTRACTOR agrees that confidential information obtained from RVTD shall not be disclosed except upon the written consent of RVTD.

RVTD may withhold from disclosure those portions of the proposal or bid that the Offeror designates as trade secrets or as confidential proprietary data in accordance with applicable law. See ORS 192.501(2); 646.461 to 646.475. The Offeror shall separate information designated as confidential from other nonconfidential information at the time of submitting its proposal or bid.

**5.17 Hold Harmless and Indemnification**

- A. CONTRACTOR expressly agrees to indemnify and hold harmless RVTD and all of its officers, employees, agents or otherwise, from any loss, damages, costs, charges or expenses whether to persons or property, including any costs, expenses or attorney's fees in the defense of any claims therefore, which RVTD may incur by reason of any act, action, neglect, omission or default on the part of CONTRACTOR; provided however, as to any liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of RVTD and/or its agents or employees and CONTRACTOR or its agents and employees. This section is valid and enforceable only to the extent of CONTRACTOR's negligence.
- B. In case any suit be brought against RVTD on account of any negligent act, action, neglect, omission or default of CONTRACTOR, CONTRACTOR hereby covenants to assume the defense thereof and pay any and all costs, charges, attorney's fees and other expenses and CONTRACTOR shall pay any and all judgments that may be incurred by or obtained against RVTD, except any judgments for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of RVTD and/or its agents and employees, and except in the case of a judgment for liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of RVTD and/or its

agents or employees, and CONTRACTOR and its/his agents or employees, the obligation of CONTRACTOR shall be limited and enforceable only to the extent of CONTRACTOR's negligence.

- C. It is further provided that no liability shall attach RVTD by reason of entering into this contract, except as expressly provided herein.

#### **5.18 Contract Changes**

Either party may request changes to the scope of services and performance to be provided hereunder; however, no change or addition to this Contract shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Contract.

#### **5.19 Licensing in Compliance with Laws and Regulations**

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

#### **5.20 Insurance Requirements**

During the term of this Contract, Contractor shall purchase and maintain any insurance required by this Contract. Contractor shall furnish acceptable certificates of insurance and additional insured endorsements to RVTD within ten (10) days after award of this contract, and prior to commencement of any contract work.

Contractor shall be responsible for the payment of all premiums and deductibles and shall indemnify RVTD for any liability or damages that RVTD may incur due to Contractor's failure to purchase or maintain any required insurance.

Contractor shall maintain insurance of the types and in the amounts described below.

##### **1) Commercial General Liability Insurance**

Commercial General Liability insurance, with coverage limits not less than:

- (a) \$2,000,000.00 per occurrence, bodily injury and property damage; and
- (b) \$2,000,000.00 general aggregate, bodily injury and property damage.

Such coverage will be equivalent to or better than the insurance Service Office (ISO) standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury, Premises-Operations, Products and Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground (XCU).

The General Liability policy shall be endorsed with CG 2010 1185 or CG 2010 1001 and CG 2037 1001 or equivalent, naming RVTD and its directors, officers, representatives, agents, and employees as additional insured.

## **2) Business Auto Liability Insurance**

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

- (a) Bodily Injury: \$2,000,000.00 per person; \$2,000,000.00 per accident; and
- (b) Property damage: \$2,000,000.00 per accident.

The Automobile policy shall be endorsed with CA 20 48 02 99 or equivalent, naming RVTD and its directors, officers, representatives, agents, and employees as additional insured.

## **3) Worker's Compensation Insurance**

Oregon statutory workers' compensation and employer's liability coverage, including all states protection, if applicable, voluntary compensation and Federal endorsement. Contractor shall include U.S. Longshore and Harbor Workers Compensation Act and Maritime coverage ("Jones Act"). Employer's liability coverage shall have the following minimum limits:

- (a) Bodily Injury by Accident     \$1,000,000.00 each accident
- (b) Bodily Injury by Disease     \$1,000,000.00 each accident
- (c) Bodily Injury by Disease     \$1,000,000.00 policy limit

Contractors who are non-subject workers meeting one of the exceptions in ORS 656.027 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing, stating the Contractor's qualification for exemption under ORS 656.027 and shall maintain "if any" workers compensation insurance coverage.

Failure of RVTD to demand certificates of insurance, additional insured endorsements or other evidence of full compliance with these insurance requirements or failure of RVTD to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The insurance required under this Paragraph will:

- 1) Include (as evidenced by endorsement) RVTD and its directors, officers, representative, agents, and employees as additional insureds with respect to work or operations connected with the contract (excluding Professional Liability and Worker's Compensation policies);
- 2) Require Contractor to give RVTD not less than thirty (30) days written notice prior to termination, cancellation, or non-renewal of coverage;

- 3) Insurance policies shall be purchased only from insurance companies that meet RVTD's A.M. Best Rating criteria of "A-" or better (excluding SAIF) and are authorized to do insurance business in Oregon;
- 4) Contractor will cause its underwriters of insurance policies to waive their rights of subrogation arising from the work performed under this Contract. Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

#### 5.21 Liquidated Damages

Contractor understands that if the Substantial Completion is not achieved by March 31, 2023 as such date or duration may be amended by subsequent Change Order, Owner will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if the date or duration set forth above in this paragraph is not attained, Contractor shall pay Owner the full cost of each day's license agreement, maintenance and support costs for the Trapeze Novus software prorated from the annual agreement. Substantial completion is defined as the full implementation of the hardware and software and the completion of the acceptance period. The liquidated damages provided therein shall be in lieu of all liability for extra costs, losses, expenses, claims, penalties, and other damages incurred by Contractor which are occasioned by delay in Contractor's performance or in achieving Substantial Completion within the prescribed timeframe. In no event shall the total liquidated damages exceed \$75,000.

#### 5.22 Notices

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

Rogue Valley Transportation District  
Attn: Debbie Wilbur  
ADA/NEMT RFP #043022TF  
3200 Crater Lake Ave.  
Medford, OR 97504-9075

#### 5.23 Termination

**Default:** In the event the Contractor breaches the terms or violates the conditions of this Contract and does not cure the default with ten (10) business days after receiving written notice of such default from RVTD, RVTD may immediately terminate the Contract, and pursue any and all legal and equitable remedies available to it against the Contractor.

**Notice:** Termination shall be effected by serving a written notice of termination on the Contractor setting forth the manner in which the Contractor is in default. Service shall be

obtained by personal delivery or delivery by mail, registered or certified, postage prepaid with return receipt requested and addressed to the Contractor at the most recent address provided by Contractor.

**RVTD Options:** In addition to any and all other remedies at law or in equity that are available to RVTD, default by Contractor may result in the occurrence of one or more of the following:

- a) RVTD may complete such contract without further liability to the Contractor for compensation for any labor, supplies or materials furnished by the Contractor under the contract; and
- b) To the extent applicable, RVTD may direct the Contractor to remove any equipment delivered and/or installed by the Contractor and to refund to RVTD any amounts paid by RVTD to the Contractor, and RVTD shall have no further liability to the Contractor; and
- c) RVTD may contract to acquire supplies or services similar to those terminated and Contractor shall remain liable to RVTD for any difference in the total costs and expenses incurred by RVTD.

**Compensation and Liability:**

The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance bargained and set forth in the contract. In addition to any other available remedies, the Contractor, and to the extent applicable, the Contractor's sureties shall be liable to RVTD for all costs, loss or damage incurred for supplies or services to complete the contract.

**Termination of SubContracts:**

As directed to do so in the notice of termination, Contractor agrees to and shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this Contract. To this effect, RVTD shall not be liable to Contractor nor Contractor's creditors for any expense, encumbrances or obligations whatsoever incurred after the date of termination.

|  |
|--|
| <b>5.24 Proposal Acceptance or Rejection</b> |
|--|

RVTD reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal, to waive any informality in the proposals received, and to award the contract in whole or in part, if it is deemed to be in the best interest of the RVTD. RVTD reserves the right to negotiate with any consultant after proposals are opened, if such action is deemed to be in the best interest of RVTD.

In addition to the factors mentioned above, Contractors are cautioned to review carefully all terms, conditions and specifications of the RFP prior to submission of proposals. The work may be awarded on the basis of the Contractor's proposal including the Contractor's qualifications as received and without further discussion.

#### **5.25 Proposal/Bid Protest**

Any proposer who has submitted a proposal to Rogue Valley Transportation District and who is adversely affected by the Rogue Valley Transportation District's contract award to another proposer can submit a written protest of award to the Rogue Valley Transportation District. Such right to protest shall conform to the requirements of OAR 137-030-0104(1) and specify the grounds upon which the protest is based.

RVTD's Bid Protest Procedures can be found at [www.rvtd.org/about/rfpunder](http://www.rvtd.org/about/rfpunder) Bid Protest Procedures by copying the link on your browser.

#### **5.31 Withdrawals and Modifications**

Any proposals can be withdrawn or modified in writing by contacting Debbie Wilbur, [dwilbur@rvtd.org](mailto:dwilbur@rvtd.org), prior to the closing date.

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## PART 6: REQUIRED FORMS

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|--|
| <b>6.1 Statement of Qualifications Certification</b> |
|--|

TO BE COMPLETED BY CONTRACTOR

\_\_\_\_\_ Sole Proprietorship

\_\_\_\_\_ Partnership (\_\_\_Limited/\_\_\_General)

\_\_\_\_\_ Corporation

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### STATEMENT OF QUALIFICATIONS CERTIFICATION

The undersigned is fully authorized to execute this certification on behalf of the Contractor and certifies on the Contractors behalf that, to the best of its knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the Contractor has the financial capability to perform the work which is the subject of this solicitation. The Contractor further certifies that it knows of no personal and/or organizational conflicts of interest prohibited under federal, state and local law.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_



**6.2 DBE Form**

**Disadvantaged Business Enterprise Certification**

\_\_\_\_\_ The Bidder/Offeror hereby agrees to subcontract RVTD's minimum DBE goal requirement of 0.75% of the contract to disadvantaged business enterprises.

\_\_\_\_\_ The Bidder/Offeror (if unable to meet the DBE goal of .75%) is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

\_\_\_\_\_ The Bidder/Offeror will not participate in DBE participation.

**NOTE: please check one of the above options.**

**Firm Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**DBE PARTICIPATION SCHEDULE**

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DEB Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the RVTD have any questions in relation to the information furnished herein.

**DBE IDENTIFICATION AND INFORMATION FORM**

| <b>Name and Address</b> | <b>Contact Name and Telephone Number</b> | <b>Percent of Total Contract</b> | <b>Description of Work to Be Performed</b> | <b>Race and Gender if known</b> |
|-------------------------|--|----------------------------------|--|---------------------------------|
|                         |  |                                  |  |                                 |
|                         |  |                                  |  |                                 |

**(Failure to complete this form may render this bid non-responsive).**

**6.3 Debarment**

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS

The Primary Participant \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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,- violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are 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 enumerated in paragraph (2) of this certification; and
4. Have not, within three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

Contractor (name) \_\_\_\_\_ 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. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Dun & Bradstreet Number: \_\_\_\_\_  
(must be an active D&B number registered with the System For Award Management ([www.sam.gov](http://www.sam.gov)))

Date: \_\_\_\_\_ Authorized Official: \_\_\_\_\_

Signature: \_\_\_\_\_

**6.4 Representation**

PROPOSER'S REPRESENTATIONS

By the act of submitting a bid for the proposed Contract, the Proposer represents that:

- The Proposer and all subcontractors they intend to use have carefully and thoroughly reviewed the Drawings, Specifications and other Documents and found them complete and free from ambiguities and sufficient for the purpose intended.
- The Proposer and all workers, employees and subcontractors the Proposer intends to use shall follow all applicable codes and regulations, including but not limited to, the Americans with Disabilities Act (ADA) requirements. To that effect the successful Proposer shall be responsible to verify and construct the Project in compliance with the above stated regulations and coordinate any installations as required in order to meet the respective codes. In the event that the Project, or any part thereof, is found to be non-compliant, the successful Proposer shall be held solely responsible to remedy all found deficiencies at no additional cost to the Owner, or the Owner's employees or agents including Architects, Engineers or Consultants.
- The Proposer and all workers, employees and subcontractors the Proposer intends to use are skilled and experienced in the type of construction represented by the Construction Contract Documents described in bid.
- The proposed figure is based solely upon the Construction Contract Documents and properly issued written Addenda and not upon any other written representation.
- Neither the Proposer nor any of the Proposer's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations from the Owner, or the Owner's employees or agents including Architects, Engineers or Consultants in assembling the bid figure.

Acknowledged:

By: \_\_\_\_\_

For: \_\_\_\_\_

Date: \_\_\_\_\_

**5.5 Certificate Regarding Lobbying**

**Project Name: ADA/NEMT CAD Scheduling System RFP #043022TF**

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made 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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**6.6 Buy America**

**Project Name: ADA/NEMT CAD Scheduling System RFP #043022TF**

**BUY AMERICA**

49 U.S.C. 5323(j) 49 C.F.R. part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and **manufactured products** used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The bidder or offeror must submit to Recipient the appropriate Buy America certification below with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

**In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.**

**Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Certificate of Non-Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**6. Performance Bond**

**Performance Bond**

A Performance Guarantee in the amount of 100% of the Contract value is required to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the OWNER within ten (10) business days from Contract execution. The OWNER requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the OWNER and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. OWNER may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The OWNER may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the OWNER if:

1. A bank in good standing issues it. The RECIPIENT will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The RECIPIENT is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the owner and the Contractor the work stipulated herein.

Acknowledged:

By: \_\_\_\_\_

For: \_\_\_\_\_

Date: \_\_\_\_\_

## **PART 7: FEDERALLY REQUIRED AND MODEL CONTRACT CLAUSES**

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

### **ACCESS TO RECORDS AND REPORTS**

49 U.S.C. § 5325(g) 2 C.F.R. § 200.333 49 C.F.R. part 633

- 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-agreements, leases, subcontracts, arrangements, other third party agreements 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.

### **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

42 U.S.C. §§ 7401 – 7671q 33 U.S.C. §§ 1251-1387 2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

### **CIVIL RIGHTS LAWS AND REGULATIONS**

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 Agreement, 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.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

#### 49 C.F.R. part 26

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient 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 recipient 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).

### **Overview**

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. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

### **Contract Assurance**

The Contractor, subrecipient 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.

### **DBE Participation**

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the AGENCY

### **DBE Participation Goal**

The DBE participation goal for this Contract is set at 0.75%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than % of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

### **Proposed Submission**

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract

- item, and other information as required by the DBE Participation Schedule. No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY
3. An original DBE Letter of Intent from each DBE listed in the DBE Participation Schedule.
  4. An original DBE Affidavit from each DBE stating that there has not been any change in its status since the date of its last certification.

### **Good Faith Efforts**

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining

whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

### **Administrative Reconsideration**

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY. The AGENCY will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts. As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

### **Termination of DBE Subcontractor**

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

### **Continued Compliance**

Finally, for subcontracts with defined DBE contract goals, the prime contractor contract must include a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient'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).

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

### **Sanctions for Violations**

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

### **ENERGY CONSERVATION**

42 U.S.C. 6321 et seq. 49 C.F.R. part 622, subpart C

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.

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

2 C.F.R. part 180 2 C.F.R. part 1200 2 C.F.R. § 200.213 2 C.F.R. part 200 Appendix II  
(I) Executive

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**LOBBYING RESTRICTIONS**

31 U.S.C. § 1352 2 C.F.R. § 200.450 2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

49 U.S.C. § 5323(I) (1) 31 U.S.C. §§ 3801-3812 18 U.S.C. § 1001 49 C.F.R. part 31

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.



**BUY AMERICA**

49 U.S.C. 5323(j); 49 C.F.R. part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The Bidder or Offeror must submit to RVTB the appropriate Buy America certification below with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.”

**RECYCLED PRODUCTS**

42 U.S.C. § 6962 40 C.F.R. part 247 2 C.F.R. part § 200.322

**Recovered Materials**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

**PRIVACY ACT**

5 U.S.C. § 552a

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **IT ACQUISITION REGULATION**

CONTRACTOR certifies through the signing of this contract that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the CONTRACTOR does not and will not use any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The CONTRACTOR will include this certification as a flow down clause in any contract related to this Contract

## **SENSITIVE SECURITY INFORMATION**

49 U.S.C. Section 40119(b)

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, “sensitive security information” made available during the administration of a third party contract or subcontract to ensure compliance with “The Homeland Security Act”, as amended, specifically 49 U.S.C. Section 40119(b), The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), U.S. DOT regulations, “Protection of Sensitive Security Information,” 49 C.F.R. part 15, and U.S. Department of Homeland Security, Transportation Security Administration regulations, “Protection of Sensitive Security Information,” 49 C.F.R. part 1520.

## **PROMPT PAYMENT**

49 CFR §26.29

Prime contractors must 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).

## **CARGO PREFERENCE REQUIREMENTS**

46 U.S.C. 1241 46 CFR Part 381

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels. Flow Down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel. Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working

days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the OWNER (through the contractor in the case of a subcontractor's bill-of-landing.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **TERMINATION**

2 C.F.R. § 200.339 2 C.F.R. part 200, Appendix II (B)

### **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 Branch**

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.

## **VIOLATION AND BREACH OF CONTRACT**

2 C.F.R. § 200.326 2 C.F.R. part 200, Appendix II (A)

### **Rights and Remedies of the AGENCY**

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 (AGENCY to define).

### **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 Agreement will be a default of this Agreement. 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 Agreement 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**

The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the

Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

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 agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

### **Rights and Remedies**

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 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.

### **PRIVACY ACT**

Contracts involving Federal Privacy Act Requirements – The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract.

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974.  
5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS**

Incorporation of Federal Transit Administration (FTA) Terms – The preceding provisions 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 FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RVTB requests which would cause RVTB to be in violation of the FTA terms and conditions.

## **PERFORMANCE BOND**

Bidders shall furnish a performance bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to RVTD. The amount of such guaranty shall be 100% of the total awarded contract price.

A Performance Guarantee in the amount of 100% of the Contract value is required to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the OWNER within ten (10) business days from Contract execution. The OWNER requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the OWNER and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. OWNER may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The OWNER may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the OWNER if:

1. A bank in good standing issues it. The RECIPIENT will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The RECIPIENT is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the owner and the Contractor the work stipulated herein.