

REQUEST FOR PROPOSAL
TPO TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF BLECKLEY COUNTY

2. INTRODUCTION

The Bleckley County's Sole Commissioner has chosen to initiate an RFP for the operation for the counties combined 5311 public transportation service, to begin operation on July 1, 2025. The purpose of this Request for Proposal (RFP) is to secure the services of a transportation service provider to provide all operations of this service as generally described in this RFP (known as Bleckley County Transit), including service enhancement planning, in accordance with all Federal, State and County policies, standards, and procedures. The proposed transit service will be designed to operate as a Demand Response Service for Bleckley County and the surrounding areas.

3. SCOPE OF WORK

General. The Sole Commissioner is seeking an outside TPO or firm to provide the operation of its public transportation service, Bleckley Transit System, under the direction of the County Manager.

The scope of this project includes:

All administrative services for the operation of a complete Section 5311 Rural Public Transportation System of Bleckley County. Program must be operated 12 hours per day for at least 260 days per year (5 days/wk., 52 wks./yr.), which will exclude holidays in accordance with policies and procedures set by the County and GDOT.

Day-to-day supervision of the Transit Drivers. In addition, provide required training as prescribed by GDOT and/or other service agencies which Bleckley County elects to enter into a Purchase of Services agreement.

Supervise the overall upkeep of the transit vehicles which includes preventative maintenance, cleaning, repair and component replacement as necessary.

Implementation of such service expansions or improvements as may be recommended by the TPO and approved by the County, or as may otherwise be agreed upon between the parties from time to time.

A. Service Description.

Services will be a demand response for all residents of Bleckley County, and surrounding areas as approved by the Sole Commissioner.

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B. Service Area.

All of Bleckley County and the surrounding areas, as designated by the Sole Commissioner.

C. Service Days and Hours.

Program must be operated from 6 a.m. to 6 p.m. 12 hours per day for at least 260 days per year (5 days/wk., 52 wks./yr.), which will exclude holidays in accordance with policies and procedures set by the County and GDOT.

D. Vehicles for 5311 Program

The following vehicles will be provided to the successful TPO by the County:

Veh #	Year	Mfr.	Type	Vin #	Seating	W/C
4084	2019	Ford	Light-Duty Mid-Sized Bus	1FDEE3FS8KDC65564	10	2
4276	2023	Ford	Light-Duty Mid-Sized Bus	1FDEU6PG2PKB31344	8	1
4277	2023	Ford	Light-Duty Mid-Sized Bus	1FDEU6PG9PKB73025	8	1

E. Customer Service and Communication Information.

The TPO shall provide for all telephone communications and radio communications between in-vehicle and the office. TPO shall ensure that adequate staff is assigned to answering these phone lines in a professional and courteous manner and are able to give accurate information to the public about the service and to take, record, and transmit requests to accommodate people with disabilities. Translation service into Spanish and other languages must also be provided on request. A separate (TDD) or other accommodation for hearing impaired persons shall also be provided by the TPO. Call center operating hours will be 24/7.

Scheduling Software. The County shall provide for scheduling and dispatch software as mandated by Georgia Department of Transportation. The County will maintain a service agreement for maintenance of the scheduling and dispatching software. The County is responsible for providing hosting and for all services necessary to maintain the software and for mobile data tablets. The TPO will be responsible for securing and maintaining TPO staff computers.

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F. Current Fares.

One Way Trip
 0—10 Miles (in County) \$5.00
 Over 10 Miles (in County) \$5.00
 Outside County..... \$5.00+ \$.50 per mile over 10 miles

Discounts
 Senior Citizens—50% off
 (Any person 60 yrs. of age and over)
 Frequent Rider—50% off

G. Ridership and Operational Data

Table 1: Ridership and Operational Data

These numbers are for planning purposes only and not a guarantee of any kind by the County of the number of hours or miles of service to be delivered by the TPO

2024	Rides	Service Hours	Miles
Demand Response	2,548	2,118	31,732

TPO Responsibilities.

The TPO shall, under specific terms and conditions, provide services as directed by the Bleckley County’s Sole Commissioner. The TPO shall be responsible for the following.

The drivers must accept all trip requests related to him/her by the dispatcher so long as they are within his/her specified service area and within the specified service time. There shall be no right of refusal based on vehicles availability (except the passenger maximum load factor) or any consideration other than verifiable catastrophic mechanical failure of the vehicles in the fleet;

The vehicles must be on time, unless there are extenuating circumstances beyond the TPO's or driver's control. A 95% on-time pickup rate is required. Notification must be given by the TPO to the passenger in the event of unavoidable delays;

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For social service clients, drivers must wait five (5) minutes after the appointed pick-up time before a passenger can be considered a no-show. (A no-show is a passenger who is not at the appointed pick-up location at the scheduled time and who has not informed the TPO in advance that he/ she would be absent)

Drivers shall offer assistance to all passengers as needed to board and depart from the vehicles; secure all wheelchairs according to ADA requirements, and request that all passengers buckle their seatbelts;

Drivers shall not smoke, eat or drink while passengers are in the vehicles, Drivers shall enforce with the passengers the policy of no smoking, eating, and drinking in the vehicles; the driver shall notify the supervisor if a passenger refuses to observe the policy.

Drivers shall maintain daily records of mileage, time, type and number of trips, and passenger types as required by GDOT and the County. These records shall be turned in to the TPO on a weekly basis.

Drivers shall inform supervisors of any passenger complaints. Thereafter, the supervisors shall complete passenger complaint forms and send copies to the County for record purposes or for any appropriate action if necessary. The complaint shall be filed with the County within one (1) week from the date of the occurrence.

The County, through the TPO, shall inform the appropriate social services agency representative regarding any difficulties experienced in transporting an agency client, whether related to safety, behavior, or other reason;

Drivers and TPO are prohibited from soliciting or accepting any tips or other forms of gratuity other than the approved fare from system riders.

The TPO shall, under specific terms and conditions, provide services as directed by Bleckley County.

The TPO shall be responsible for the following:

Day-to-day supervision of Transit Drivers. In addition, provide required training as prescribed by GDOT and/or other service agencies which Bleckley County elects to enter into a Purchase of Services agreement.

Implementation of such service expansions or improvements as may be recommended by the TPO and approved by County, or as may otherwise be agreed upon between the parties from time to time.

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B. VEHICLE

Vehicle operators will perform a daily pre-trip inspection, including cycling the wheelchair lift (if equipped). This pre-trip inspection will be recorded on the pre-trip form daily, dated and signed. Pre-trip inspections are mandatory. If Fleet Maintenance software is utilized, the pre-trip inspections will be conducted prior to the driver beginning their daily passenger runs. The driver will be trained to physically inspect all pre-trip checkpoints and will enter the pre-trip inspections on the tablet. The software will maintain a log of all pre-trip inspections performed to meet requirements of GDOT as well as provide documentation for coordination of human service or non-emergency transportation requirements of sister agencies. At all times, the driver should immediately notify the Transit Supervisor whenever the vehicle has encountered significant mechanical problems in the daily operation of their route.

Preventative maintenance (PM) inspections and services should follow the minimum required by the manufacturers, supplier, or builder. GDOT has set a 5,000-mile PM interval as a default for ease of compliance in establishing a constant PM schedule.

It is important for the Maintenance Department to maintain the PM schedule to protect the vehicle warranty. During the warranty period, the interval schedule may require PM's different than the 5,000-mile recommendation. The warranty information will be provided to all subrecipients upon delivery of a new vehicle.

C. Fleet Management

Vehicle maintenance will be performed in accordance with Bleckley County's maintenance policy. Any lift repairs shall be made within (5) business days. Vehicles shall be subject to inspections by GDOT representatives. DOT inspections will occur on an annual basis and in accordance with the Vehicle Monitoring Form. The TPO shall submit the invoices of any work to the County for subsequent submission to the GDOT expenses in the Format provided in Exhibit I. These invoices shall be part of the Monthly Reports. The payment for these repairs and component replacements shall be made by the TPO and charged to the current Section 5311 Program Budget. Vehicles utilized for the Section 5311 Program shall be parked overnight and on weekends at places to be designated by the County. Mechanics must meet all requirements for a safety-sensitive employee described in the County's Zero Tolerance Drug and Alcohol Abuse Policy

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D. Staffing and Supervision.

The TPO shall be responsible for hiring and properly training all personnel necessary to successfully complete the project including drivers, maintenance personnel, dispatchers, and supervisors. Costs for all personnel, including drivers, supervision and management, and other necessary staff, shall be included in the TPO's proposed cost per unit. To ensure the highest quality of service the County requires that the TPO meets the minimum staffing requirement included in Table 2. The TPO shall hire and properly train an On-site Office Manager located in the County facility, who has overall responsibility for managing the transit service program efficiently and effectively. The TPO's Office Manager shall be regularly accessible to County Transit Administrator to deal with daily operational issues and to resolve policy issues. The On-site Office Manager shall be the point of contact for communication between the County Transit Administrator and the TPO regarding aspects of the service and its management. The TPO shall maintain a Supervisor on-duty and accessible during all hours that transit service is in operation. The TPO shall also provide an emergency contact person to the County for unforeseen circumstances outside normal service operating hours. Telephone information lines shall also be staffed by knowledgeable and courteous customer information personnel. The TPO shall be responsible for provision of service in a safe, efficient, and effective manner.

Dispatching shall be carried out in a manner which maximizes the productivity of service, while meeting the standards for service quality established by the County. In assigning drivers to transit service, the TPO shall ensure that all transit service drivers meet the minimum requirements to comply with GDOT and FTA.

The County shall have no liability or obligation to the TPO or the TPO's employee who by reason of his/her motor vehicle record or any other reason is removed from the County's transit service program.

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EXAMPLE: Table 2: Minimum Staffing Requirements

<u>Minimum Staffing Requirements</u>		
Position	Responsibility	Minimum Required
<u>Management</u>		
General Manager	Primary contact for the County, Responsible for management of Operations and Maintenance managers	1
Operations Manager	Responsible for day-to-day management of Dispatchers and drivers	1
<u>Non-management Staff</u>		
Mechanic		
Dispatcher/Scheduler		1
Driver	Needs of the Business	

E. TPO Driver Responsibilities,

The primary responsibility of the TPO’s drivers shall be the safe operation of vehicles and safe transport of transit service customers. The TPO shall take all necessary steps to ensure that drivers and other TPO employees are properly trained and proficient with respect to all elements of safety in the operation of vehicles and transport of passengers. Driver responsibilities include but are not limited to the following:

- Conducting a proper pre-trip inspection of the vehicle prior to leaving the TPO’s facility and documenting the inspection.
- Wearing seat belts at all times while vehicles are in operation.
- Ensuring that passengers are encouraged to wear seat belts where available at all times while vehicles are in operation.
- Using the highest degree of care in loading, unloading, and securing all wheelchairs, scooters and other passenger accessibility devices.
- Properly assisting all passengers with safe entry and exit from the vehicle.
- Driving safely and displaying proper respect and courtesy to other motorists, bicyclists or pedestrians.
- Obeying and following all traffic laws and regulations at all times.
- Not driving any transit service vehicle while under the influence of alcohol or drugs.
- Reporting all vehicle or passenger accidents immediately to the TPO’s dispatcher.
- Not leaving the scene of any vehicle or passenger accident without the permission of proper authorities and/or the TPO’s dispatcher.

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- Utilizing all safety and emergency equipment properly and at appropriate times.
- Having valid driver's license and Department of Transportation (DOT) medical exam in possession at all times while operating TPO's vehicle.
- Reporting road calls to the TPO's dispatcher promptly.
- Treating all passengers and the general public with courtesy and respect at all times.
- Respect all of the transit system and use best efforts to keep tensions low and ensure safety at all times when dealing with difficult users or situations.
- Having good knowledge of the service area to ensure efficient and effective service.
- Collecting proper fares from all passengers.
- Notifying the TPO's dispatcher prior to leaving a scheduled pickup if the customer is a no-show.
- Legibly recording actual pickup and drop-off times on the daily driver manifest as well as actual mileage, no shows, cancellations, and any other pertinent data.
- Wearing official uniforms in a neat and appropriate manner.
- Properly identifying themselves to customers upon request.
- No eating, drinking, smoking or playing loud music while operating a vehicle.
- Providing for customer comfort by keeping the vehicle interior at comfortable temperatures at all times.
- Not entering any customer's home or other private residence at any time.
- Turning the vehicle engine off and removing the keys from the ignition and carrying them on the driver's person in the event the driver has to leave the vehicle.
- Allowing ambulatory passengers to use the wheelchair lift upon request of the passenger.

F. Marking of Transit Vehicles.

Vehicle marking is normally the responsibility of GA DOT. However, in the event Bleckley County was to receive a vehicle by a transfer from another 5311 Program, it would be the responsibility of the TPO to ensure the vehicle was properly marked.

G. Fare Collection.

The TPO is responsible for the collection, accounting, and safeguarding of proper fare s from all passengers.

H. Billing

The TPO shall invoice the County monthly. All invoices shall be timely and correct. TPO shall use Exhibit H for billing purposes. The trip numbers are to be documented for each route/service. Fare revenue collected by the TPO for the month will then be deducted from the base reimbursement. Maintenance and technology costs shall be included in the billing unit rate.

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I. Documentation of Service Provided and Maintenance of Financial and Operating Records.

The TPO shall be responsible for completing and submitting to the County certain forms as designated by the County including, but not limited to: monthly operating data, and any other reasonable data as requested by the County according to requirements of the Federal Transit Administration's (FTA's) National Transit Database. Such data shall be submitted to the County as follows:

Monthly Operating and Financial Data.

No later than ten (10) days following the end of a calendar month, the TPO shall deliver to the County, monthly operating & financial data including the following for each service mode: total passenger trips carried, total miles, total hours, total road calls, total collision accidents, missed trips, service hours operated along with an invoice, and a profit and loss statement for services provided under the resulting contract.

National Transit Database Data.

The TPO shall collect passenger mile data in designated sampling years per the Federal Transit Administration National Transit Database (NTD) requirements and submit it to the County within 60 days following the end of the calendar year. The TPO shall collect any other financial or operating data as required by the NTD.

Vehicle Maintenance Records.

The TPO shall fully document in a timely manner all vehicle preventative maintenance activities, vehicle corrective repairs, vehicle accessibility equipment repairs and preventative maintenance, and vehicle cleaning. The TPO shall allow the County to review such records immediately upon request.

Drug and Alcohol Testing Records and Data.

The TPO shall fully document all testing records in full compliance with the current Federal Transit Administration (FTA) regulations for drug and alcohol testing. This shall include records for pre-employment, random, post-accident, self-reporting, reasonable suspicion, and follow-up testing. Such records shall be maintained in accordance with FTA regulations and the TPO shall allow the County to review such records immediately upon request. The TPO shall report drug and alcohol testing data to the County a monthly, quarterly, or annual basis as may be required by the U.S. DOT or FTA.

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Training Records.

The TPO shall maintain records of all employee training and allow the County to review such records immediately upon request. The TPO shall preserve and make available all such records listed above during the term of the agreement and for a period of three (3) years from the date of final payment. Administrative costs relating to recordkeeping and data collection shall be at the TPO's expense.

Records which relate to litigation or the settlement of claims arising out of the performance of the resulting agreement, or costs under the resulting agreement as to which exception has been taken by the auditors, shall be retained by the TPO until such litigation, claims, or exceptions have reached final disposition.

J. Right of Entrance on TPO Occupied Property.

The TPO shall permit and allow any and all duly authorized County employees or representatives to enter upon any part of the TPO's occupied property or facilities for the purpose of inspecting facilities and equipment, inspecting and/or auditing financial or operating records, and for other matters relevant to the project upon from the County of its intent to make such entry. No notice shall be required for on-road vehicle inspections to be conducted by the County. The TPO shall instruct its drivers to allow County personnel and official representatives to have right of entry on vehicles upon showing proper identification.

K. Training

The TPO shall be responsible for properly training all personnel necessary to successfully complete the project including drivers, dispatchers, and supervisors. The required training will include; HIPPA training for all personnel that meets or exceeds HIPPA privacy regulations. All training costs shall be at the expense of the TPO. At a minimum, all TPO employees shall be trained as follows:

Prior to operating any vehicles for the County's transit service, each TPO driver shall complete the following training: basic class in first aid; driver sensitivity training with respect to meeting the needs of persons with disabilities; passenger assistance techniques or comparable training; drug and alcohol awareness training, blood-borne pathogens training; National Safety Council defensive driving course or comparable class as approved by the County in advance.

Upon hiring, provide reasonable suspicion for drugs and alcohol training for all Dispatchers and supervisors.

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L. Insurance Requirements.

The TPO shall be required to maintain at its expense at all times during the duration of the resulting contract the following insurance coverage:

- Workers Compensation and Employer's Liability. Workers Compensation and Employer's Liability Insurance shall be maintained at the minimum levels required by the State of Georgia.
- Comprehensive General Liability. The TPO shall provide and maintain comprehensive general liability coverage for bodily injury (including but not limited to sexual abuse or molestation) and property damage of \$3,000,000 combined single limit for any one occurrence.
- Automobile Liability. The TPO shall provide and maintain automobile liability coverage for all revenue and non-revenue vehicles used in the project for bodily injury and property damage to a combined single limit of \$1,000,000 for any one occurrence.
- Collision and Comprehensive. The TPO shall provide and maintain collision and comprehensive physical damage coverage on all and non- vehicles used by the TPO or under TPO's care, custody or control. Coverage shall be in an amount acceptable to the County but in no event less than replacement cost coverage that would be sufficient to replace damaged or totaled vehicles with vehicles of the same or similar functionality.
- All insurance coverage required to be maintained or provided by the TPO must be with Insurance companies licensed and admitted by the State of Georgia. All comprehensive general liability, automobile liability, collision and comprehensive policies must name GDOT and the County as additional insureds. Certificates of insurance for all the above-listed coverages shall be submitted to the County on an annual basis and when carriers or coverage limits change.
- All insurance costs shall be at the expense of the TPO. Failure to maintain all insurance coverages for the duration of the project as listed above may result in immediate termination of contract.

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M. Accident/Incident Reporting.

All accidents involving a transit service vehicle or that result in any personal injury to passengers, drivers or the general public or that result in damage to transit service or other vehicles and/or other property, regardless of severity, shall be reported verbally or by phone or fax or electronic mail to the County Transit Director immediately. A complete written report in compliance with applicable state and federal requirements shall be forwarded to the County Transit Administrator providing details within forty-eight (48) hours of the accident. The TPO shall make its employees available to the County for interview as part of the County's effort to determine if the accident was preventable. All requests for information from the media concerning accidents or incidents shall be the responsibility of the County. TPO shall cooperate with the County for participation in media releases and information as directed by the County.

All other incidents or occurrences which happen in the course of service operations involving passengers, altercation, odd behavior, threats, or disputes must be reported verbally by phone, fax or electronic mail to the County Transit Administrator immediately.

N. Performance Monitoring.

The County shall periodically monitor the TPO's performance relative to on-time performance, preventative maintenance adherence, missed passenger trips, availability of safety and accessibility equipment on vehicles, adherence to recordkeeping requirements, customer complaints, vehicle appearance, driver appearance, completion of daily manifests by drivers, functionality of vehicle heating and air conditioning, availability of vehicle communications equipment, and other performance categories. Such monitoring shall be used by the County to determine if the TPO is meeting performance standards included in this RFP and resulting contract. Upon mutual agreement, at any point during the term of the contract, incentives may be offered for exceeding the performance standards and penalties may be assessed for poor performance. The terms and conditions of the performance incentives and penalties shall be mutually agreed upon and implemented with a contract addendum.

O. Safety and Security.

The TPO shall establish and manage all aspects of a safety and security program including, policies, administration and procedures, personnel and training, safety reporting, and safety training. The TPO shall document and report security expenditures, manage and account for identifying security problems, employee selection, training, public awareness, audits and drills, document control, access control and homeland security as it pertains to 49 USC Chapter 53, Federal Transit Act, Section 5311(D)(1), Security Expenditures; 49 CFR Part 630. "Uniform System of Accounts and Records and Reporting"; 49 CFR Part 659, and "Rail Fixed Guideway Systems, State Safety Oversight", as appropriate.

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P. Drug and Alcohol Testing.

The TPO shall establish and maintain effective procedures for pre-employment, random, self-reporting, post-accident, reasonable suspicion and follow-up drug and alcohol testing of all safety sensitive employees in full accordance with regulations as promulgated by the U.S. Department of Transportation, FTA, and/or GDOT, as amended. This shall also include regulations relative to the Drug Free Workplace Act.

As an employer, the TPO is responsible for meeting all applicable requirements and procedures of the U.S. DOT and FTA and for all actions of its officials, representatives, and agents. The TPO's good faith use of a service agent is not a defense in an enforcement action initiated by a DOT agency in which the TPO's non-compliance may have resulted from a service agent's conduct. All costs associated with compliance with all aspects of drug and alcohol testing regulations and the Drug Free Workplace Act are the full responsibility of the TPO.

Q. Driver Uniforms.

The TPO shall ensure that all its drivers are required to wear a neat and clean uniform, the design of which shall be approved by the County. Costs for all uniform items shall be at the expense of the TPO.

R. Customer Complaints.

The TPO shall report customer complaints to the County's Transit Administrator within forty-eight (48) hours of receipt, including the date and time of complaint, name of person lodging the complaint and their contact information, and the nature of the complaint. The TPO shall thoroughly investigate each complaint and provide a written response to the County no later than seventy-two (72) hours from receipt of complaint. The TPO shall endeavor to resolve substantiated complaints so as to avoid repeat complaints of a similar nature. In the event of complaints of an especially serious or grievous nature, the County may require written documentation of complaint resolution from the TPO including investigation findings, and steps taken to correct any problems resulting from actions of the TPO's employees. The TPO shall forward in writing to the County within forty-eight (48) hours any complaints it may directly receive from a transit service customer along with a description of its action(s) to resolve the complaint. Failure to resolve substantiated complaints to the reasonable satisfaction of the County may subject the TPO to liquidated damages.

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S. Missed Service.

The TPO is responsible for successfully completing and carrying out all scheduled service in a timely manner. The TPO shall report to the County Transit Administrator scheduled service missed for any reason. Decisions about suspension of service in bad weather or for other emergency reasons shall be done in consultation with the County Transit Administrator and confirmed in writing. Excessive missed service may subject the TPO to poor performance penalties.

T. Incidental Use and Storage of Transit Service Vehicles.

The TPO is prohibited from using transit service vehicles for any purpose other than transit service. Transit service vehicles shall only be stored at the County approved facility or at a maintenance TPO's facility in the event of subcontracted maintenance to be performed.

U. **Complaint Resolution**

The TPO is responsible for receiving customer complaints regarding the provision of transit service and responding back to the customer upon investigation by the TPO. In unusual cases, the County may assume responsibility for complaint resolution. The TPO is required to report all complaints to the County's Transit Administrator within 24 hours of receipt of the complaint. All Title VI and ADA complaints must be forwarded to the County's Title VI and ADA Officer for investigation.

V. Performance Standards.

It is the intention of the County to provide a high-quality transit service within the transit service area. Performance standards have been established that will be monitored by the County during the duration of the project. For performance not delivered in accordance with standards as specified in the following tables, the County will incur additional expense, loss of confidence by system users, negative public image for the program, and other damages. For this reason, compliance with the performance standards shall be monitored. The County shall have sole discretion in determining whether performance standards have been met or not met. Failure to meet and/or maintain performance standards shall be considered prior to executing any of the contract renewal options. Continued poor performance by the TPO may result in early termination of the contract.

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EXAMPLE: Table 3: Categories of Performance Standards

Category Number	Category Type	Performance Standard	Penalty/Incentives
1	Preventative Maintenance	Preventative maintenance inspections and repair must be completed on time with the manufacturer’s recommended minimum scheduled service. On time maintenance shall be completed on time 90% of time	Failure to maintain at least a 90% on time performance may result in termination of equipment lease agreement and excessive failure to maintain equipment safety after given notice of necessary corrective action may result in contract termination
3	Accessibility and Safety Equipment	TPO shall maintain all vehicles with all Americans with Disabilities Act (ADA) required accessibility equipment including wheelchair lifts, adequate numbers of securement devices, and all standard safety equipment. Such equipment shall be well maintained and functional at all times.	Failure to maintain at least a 90% on time maintenance and repair may result in termination of equipment lease agreement, and excessive failure to maintain equipment safety after given notice of necessary corrective action may result in contract termination
4	Repeat Substantiated Complaints	No repeat substantiated customer complaints on the same service issue.	Repeat substantiated complaints may result in the County requesting staff associated with the complaint be terminated or reassigned.
5	Reporting Requirement	TPO must promptly report all incidents of vehicle or passenger accidents, road calls, and service interruptions.	Failure to report may result in the County requesting staff associated with the incident be terminated or reassigned. Repeat offenses may result in termination of contract.
6	TPO Contacts	Inability by Bleckley County staff to reach TPO’s dispatcher or supervisor within fifteen (15) minutes during times when service is scheduled or operating.	TPO shall submit a corrective action plan identifying the issue that caused the delay in response and how the issue will be resolved.
9	Data Requirements	TPO must submit monthly operating data as outlined in RFP to Bleckley County staff not later than 12 calendar days following end of month	Failure to submit data by the 12 th without prior County approval will result in delay of payment of the monthly invoice until the data is submitted.

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10	Customer Service/ADA Paratransit Eligibility	TPO must have knowledgeable staff available to the public by telephone or in person at all times of service operation.	Failure to have staff available and meet ADA eligibility determination deadlines may result in financial penalties equal to the number of service hours staff was not available during hours of operation. Delays in processing of ADA eligibility applications will result in a \$20.00 per day penalty for each day beyond the processing deadline date.
11	Inappropriate Use of Vehicles	TPO shall not use vehicle marked or signed with transit service markings for purposes other than transit service without the approval of County.	Unauthorized use of County vehicles shall result in request for termination of TPO staff involved in the unauthorized use up to and including termination of contract if it is substantiated the unauthorized use was directed by TPO management staff.
13	Demand Response Productivity	TPO shall be accountable for productivity below 1.5 passengers per service hour.	Failure to meet productivity Standards for 3 consecutive months shall require submission of a corrective action report. Continued poor performance may result in non-renewal of the contract.
14	Staffing levels	TPO shall be responsible for maintaining proper staffing levels	Failure to provide adequate Quantity and Quality of staff as identified in this proposal may result in contract termination.
15	Facility Maintenance	TPO shall be responsible for facility janitorial maintenance to include general office janitorial and janitorial maintenance of bus shelters.	Failure to provide adequate janitorial maintenance as identified in this proposal may result in a penalty of 2% of the monthly invoice.

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W. Fuel.

The TPO is responsible for all fuel purchases. Fueling stations shall be located within the service area to limit unnecessary travel that could impact on time performance.

X. Local Matching Funds

The subrecipient will secure the required local match and provide a list of sources and amounts that will be used to match the FTA operating grant. Farebox s must be collected and reported to the subrecipient and the subrecipient must deduct farebox proceeds from the monthly expenses invoiced in order to arrive at the Net Operating Deficit. When/if the TPO is the entity receiving purchase of service s directly from DHS or DCH contracts, all s must be turned into the subrecipient (agency passing through the federal dollars to the TPO) since the s were derived from the use of federal assets, or the drivers were paid with federal funds, and/or a combination of either of these instances.

(Define who is responsible for securing the FTA grant match) EXAMPLE: The TPO is responsible for securing the FTA grant required local match contribution for the County’s public transit program. The TPO must certify as its ability to secure the required local match and provide a list of sources and amounts that will be used to match the FTA grant.

4. COUNTY RESPONSIBILITIES

County shall be responsible, with the cooperation of the TPO, for developing and establishing all policies related to the provision and operation of transit service. Additional responsibilities of the County include the following:

A. Transit Administrator. Office Manager

The County shall appoint an Office Manager who shall serve as the TPO’s point of contact and the person responsible for overseeing the TPO’s performance. The Office Manager shall be responsible for addressing all media inquiries, etc. pertaining to the service.

B. Marketing.

The county is responsible for all marketing and promotion of transit service. This includes development, production and distribution of all literature and other promotional materials. The TPO shall cooperate with the County’s marketing activities.

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C. Citizen Participation.

The County is responsible for planning and conducting all citizen participation meetings and/or public hearings associated with the evaluation of service quality and the development of service improvements. The TPO’s On-Site Manager shall attend these meetings and/or public hearings and participate in them as appropriate.

D. Payment of Invoices.

The County will review monthly invoices submitted by the TPO to ensure accuracy of requested reimbursement. Adjustments may be made by the County based on monthly audits of data included in daily manifests and service reports. The County shall pay approved TPO invoices, as adjusted, within thirty (30) days of receipt from the TPO.

E. Performance Monitoring.

The County is responsible for monitoring the performance of the TPO and the TPO’s employees in the provision of transit service. Such performance monitoring shall be used to determine compliance with performance standards and performance norms as well as the assessment of continued contracting opportunities.

5. RFP SCHEDULE - Table 4 shows the estimated schedule for procurement, award, and implementation of transit services.

Table 4: RFP Schedule

Estimated Date	RFP Milestone
April 29, 2025	<i>Request for Proposals (RFP) issued</i>
May 06, 2025	Deadline for all Questions pertaining to the Request for Proposal 4:00 PM, local time
May 13, 2025	Request for Exceptions, Deviations, or Approved Equals Due to Bleckley County’s Sole Commissioner by 4:00PM, local time
May 20, 2025	Responses Issued to Prospective TPOs on Requests for Exceptions, Deviations, or Approved Equals at 4:00 PM, local time
	Proposals Due to:

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May 29, 2025	Bleckley County’s Sole Commissioner 112 North Second St. Cochran, GA 31014 by 4:00 PM, local time
May 31, 2025	Open Proposals – Commissioner’s Meeting 290 Ash Street. Cochran, GA 31014 10:00 PM, local time
June 19, 2025	Interviews may be held at Commissioner’s Meeting 290 Ash Street. Cochran, GA 31014 Appointment times to be determined by the County.
June 19, 2025	Selection of TPO (contract award)
July 1, 2025	TPO commences operations

6. DEVIATIONS, APPROVED EQUALS, AND EXCEPTIONS

Requests for deviations, approved equals or exceptions to the Request for Proposals and/or Scope of Work must be received by, the County in writing, using the attached "Deviation, Approved Equal, Exceptions Request Form" (see Exhibit C) by May 13, 2025 at 5:00 PM, local time. Any such request must be fully supported with technical data or other pertinent information as evidence to support that such exception is equal or superior to the specification requirement. The County shall notify in writing those firms submitting such requests of their specific acceptance or rejection, item by item, by May 20, 2025 at 4:00 PM. If formal requests for deviations, approved equals, or exceptions are not received in writing by the due date, submitted proposals will be interpreted to comply with and meet exactly Bleckley County RFP and Scope of Work.

7. INSTRUCTIONS TO PROPOSERS

Proposers shall contain information that is relevant and demonstrates the Proposer’s capabilities to successfully provide transit service and undertake the project.

Proposers are responsible for meeting all terms and conditions described in the Scope of Work and in this Request for Proposals (RFP). Proposals shall contain font sizes not less than 11 font and may contain; cover letter, tabs, resumes, and forms. Proposers should provide this information in the order described below. For a proposal to be accepted as responsive, it must fully describe how the Proposer proposes to meet all of the terms and conditions described in the Scope of Work as well as include the following specific items:

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A. Description of Firm Qualifications

Proposals shall include a description of the organization or firm including its legal status, authority and or licenses to operate. The description shall include the major business functions, history, and organizational structure including location of firm's headquarters and major offices, management organization with names and locations of managing director(s) for this project. The description shall include a list of current and past clients for which similar transit services have been provided. Such client list shall include references, including the client organization name, address, contact person, telephone number, number of vehicles operated for client, etc. The Proposer's responsibilities for the client (i.e., vehicle operations, vehicle maintenance, scheduling/dispatching, etc.) and years that service was provided should also be identified.

B. Experience with Transit Operations.

The Proposer shall describe its experience in bus transit systems and its capabilities to undertake a similar project with Bleckley County's Sole Commissioner. Reference information from a minimum of three (3) current contracts should be provided as well.

C. Description of Personnel to be Assigned,

Proposals shall include a description of experience and qualifications of the supervisory personnel assigned to manage the project successfully detailing the positions and the number of employees in each position. In addition, the proposal shall identify by name and describe the experience and qualifications for the individual assigned locally to manage and assist in managing the project.

D. Track Record with Safe Transit Operations

Proposals shall include a description of the safety history of the Proposer with respect to the provision of contracted bus transit services.

E. Industry Awards and/or Certifications.

Proposals shall include a description of any relevant transit industry awards and/or certifications given to the Proposer's firm or key personnel identified for this project.

F. **Description of the Proposed Financial, Management, and Technical Resources.**

Proposals shall include a description of the firm or organization's financial resources and history of financial stability. Proposer shall demonstrate financial stability by providing financial

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statements and/or audits including an income statement and balance sheet, supplemented, if necessary, by evidence of credit line or other resources to demonstrate financial capacity to successfully undertake the project. In addition, the proposal shall include a description of its management plan indicating how it proposes to successfully manage the project, including technical resources. Proposals shall also include a description of the required insurance coverages to be provided, as described elsewhere in this request for proposal. Such description shall include the name of the insurer, A.M. Best rating, and limits of insurance.

G. Description of the Proposed Staffing, Training, Start-up, and Implementation Plan.

The Proposer shall submit a staffing plan detailing how it proposes to locate and hire vehicle drivers, mechanics, and other non-supervisory personnel to carry out the project successfully. The staffing plan shall identify and describe the number of vehicle operators, mechanics, dispatchers and any other personnel necessary to carry out the project. The Proposer shall submit a training plan to be used to ensure that the employees in each of the positions are properly trained in the performance of their duties with emphasis on safety, Americans with Disabilities Act (ADA) requirements, and good customer service. A brief description of the proposed training content and schedule shall be included. In addition, the Proposer shall address refresher training including frequency and content. The proposal shall also include an overall project schedule including milestones and proposed completion dates. This project schedule shall identify and describe the key milestones and activities required to assure progress toward successful start-up and on-going implementation of the project.

H. Description of the Proposed Vehicle Maintenance Plan.

The Proposer shall describe its approach to vehicle maintenance that adheres to a detailed Vehicle Maintenance Plan that meets or exceeds the manufacturer's recommended service plan for vehicles being used as a part of the project. The Vehicle Maintenance Plan shall include how and where the maintenance/repair work is to be successfully completed (i.e. in-house vs. subcontracted) and details regarding the steps in the preventative maintenance program, including scheduled inspection intervals, maintenance program for preventative maintenance, and repair of vehicle accessories, such as wheelchair lifts and communications equipment, as well as a back-up vehicle and tow plan in the event of vehicle breakdown or failure to return to service.

I. Management, Operating and Equipment Costs.

Proposer shall submit a complete Cost Proposal Form (Exhibit D included within this RFP) that includes cost per trip based on the Bleckley County's initial estimates of trips identified in this RFP. A trip is defined as any one-way trip by either a public rider or as part of a Purchase of Service (POS) contract. Proposer must fully complete, sign, and date the attached Cost Proposal Form. Proposers shall include all project costs as part of their completed Cost Proposal Form, including management and supervisory costs. Any deviations or exceptions made by a Proposer

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to the Cost Proposal Form not approved by the County in advance may render the Proposer's cost proposal as non-responsive.

J. FTA Certifications (Exhibit E).

The Proposer shall certify and sign Exhibit E and include them in his/her proposal.

8. IDENTIFICATION REQUIREMENTS FOR PROPOSALS

PROPOSALS SHALL BE RECEIVED NO LATER THAN 4:00 PM, LOCAL TIME, MAY 29, 2025 AT:

Bleckley County
Jayme Kelley
Building Dept. Clerk
112 North Second St.
Cochran, GA 31014
478.934.3200
jkelley@bleckley.org

The one original and four copies of the technical proposal and cost proposal must be submitted in separate sealed envelopes clearly marked to identify the contents. Each package or envelope containing proposals shall be properly identified as follows with the following information placed on the outside of the package or envelope:

Bleckley County
Jayme Kelley
Building Dept. Clerk
112 North Second St.
Cochran, GA 31014
478.934.3200
jkelley@bleckley.org

One packet marked -Proposal for Transit Service Technical Proposal

One packet marked -Proposal for Transit Service Cost Proposal

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It shall be the Proposer's responsibility to submit his/her proposal by the stated deadline. Proposals received after this date and time will not be accepted. Failure of express mail or package delivery services to deliver Proposer's information by the designated date and time will not be the responsibility of the County.

9. ADDENDUM

Any change in the conditions or terms of this RFP will be accomplished by written addendum sent to prospective Proposers and posted to the website. All such addenda shall become part of the proposal and resulting contract.

10. RIGHTS OF REJECTION

Bleckley County reserves the right to postpone the proposal opening date for its own convenience and to reject any or all proposals for any reason.

11. RESPONSIVE PROPOSALS

Bleckley County or its designee shall solely determine if each proposal is responsive. The responsiveness of each proposal shall be determined by its conformance to the scope of work, instructions to Proposers, legal requirements of the RFP, and the best interests of the County. Any proposal that fails to conform to the essential requirements of the RFP shall be deemed nonresponsive, and accordingly rejected.

12. RESPONSIBLE PROPOSERS

Bleckley County shall award a contract only to the responsible and responsive Proposer who possesses the highest potential to perform successfully under the terms and conditions of this RFP. Consideration shall be given to such matters as Proposer's integrity, qualifications of Proposer's staff, experience with similar projects, record of past performance, and accessibility to financial and technical resources. The Proposer shall affirmatively demonstrate its responsibility and, when necessary, the responsibility of any proposed TPO. If information obtained by Bleckley County clearly indicates that the Proposer is not responsible and Bleckley County has doubts about the productive capacity, financial strength, or past performance of a Proposer which cannot be resolved affirmatively, a determination that the Proposer is non-responsible shall be rendered.

13. WITHDRAWING PROPOSALS

After proposals are opened by Bleckley County, the Proposer may not withdraw proposals for 30 calendar days. However, prior to the date/time set for the proposal opening, proposals may be modified or withdrawn by the Proposer's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his/her identity known and shall sign a receipt for the proposal. Written notices shall be received by the County no later than the exact date and time for proposal opening.

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14. BASIS OF EVALUATION AND CONTRACT AWARD

Proposals shall be scored by an evaluation committee consisting of County staff and/or their designee(s). The evaluation criteria for the proposals and associated point values are shown in Table 5.

Table 5: Proposal Evaluation Criteria and Points

Evaluation Criteria	Maximum Points
Capability and experience of supervisory personnel to be assigned to the project	20
Capability and prior experience in transit systems, including the provision of flexible route deviation services, including services for disabled riders, in various sized communities	20
The adequacy and quality of the Proposer's vehicle maintenance program	10
Adequacy of financial, managerial, and technical resources to successfully carry out the required services and meet required service standards	15
Adequacy of Proposer's response to all other requirements, terms, and conditions of this Request for Proposals	10
Proposed Cost per Hour, Mile, Passenger Trip	25
TOTAL POINTS	100

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The Quality Level will be based on the following scoring method:
The Quality Level will be based on the following scoring method:

Quality Level (Factors worth 25 points)		Points Description
Excellent	25	Meets all requirements; reflects significant enhancements or strengths as compared to minimum levels of acceptability; few if any offsetting weaknesses.
Very Good	20	Meets all requirements; reflects some enhancements or strengths; few if any offsetting weaknesses.
Good	15	Meets all requirements; strengths and weaknesses, if any, tend to offset one another equally.
Fair	10	May contain significant weaknesses, only partially offset by less pronounced strengths; should meet all minimum requirements, but some areas of doubt may exist.
Poor	5	Serious doubt exists about ability to meet minimum needs but may be sufficient; significant weaknesses throughout, offsetting strengths.
Deficient	0	Will not meet minimum needs.

These definitions are not necessarily all-inclusive.

Bleckley County reserves the right to conduct initial evaluation of Proposer’s response to the RFP and interview finalists prior to final scoring of proposals. Bleckley County assumes no liability for any costs incurred by any individuals or firms responding to this RFP or participating in any interviews. Bleckley County evaluation committee reserves the right to reject any or all proposals for any reason and to make its contract award to the Proposer offering the proposal in the overall best interest of the County.

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15. COMMUNICATIONS WITH PROPOSERS

After release of this RFP, all communication must be in writing to Bleckley County's Sole Commissioner. The County's written response will be sent to all Proposers and prospective Proposers and posted to Bleckley County website.

16. ERRORS IN PROPOSALS

Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of work before submitting proposals. Failure to do so shall be at the Proposer's own risk and he/she cannot secure relief on the plea of errors.

17. PROTEST

A Proposer may protest an intent to award of contract by submitting their protest in writing to Bleckley County's Sole Commissioner and shall state the basis for the protest and the course of action that the protesting party desires the County to take. A protest based upon restrictive specifications or other provisions of the RFP must be received by Bleckley County's Sole Commissioner at the address listed herein not later than seven (7) calendar days prior to the deadline set for receipt of proposals. A protest based upon any other grounds must be received by Bleckley County's Sole Commissioner at the address listed herein not later than seven (7) calendar days after the protesting party first became aware of, or reasonably should have become aware of, the notice, whichever is sooner.

If the protest does not meet these requirements, the Sole Commissioner may reject the protest or allow the protesting party a reasonable time to correct the deficiencies in the protest documentation. The Bleckley County's Sole Commissioner shall not be obligated to postpone a contract award in order to allow a Proposer to correct a deficient protest, unless otherwise required by law. Upon receipt of a properly submitted protest, The Bleckley County's Sole Commissioner shall review and protest and provide a written decision to the protesting party.

The Bleckley County's Sole Commissioner shall not be obliged to postpone selection or contract award pending resolution of a protest, unless otherwise required by law.

18. FINANCIAL STATEMENTS

Proposers may be requested to submit additional financial statements to demonstrate that the Proposer is financially responsible to receive the award.

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19. TIMELY COMPLETION

All Proposers by virtue of submitting a proposal agree to meet the project schedule as outlined in this RFP.

20. ASSIGNMENT OF CONTRACT

This contract may not be assigned in whole or in part without the written consent of the Sole Commissioner.

21. SUBCONTRACTING

Subcontracting to other firms, corporations, partnerships, agencies, or individuals for the actual provision of transit service or vehicle maintenance is not allowed without the advanced written approval of Bleckley County's Sole Commissioner

22. APPLICABLE LAW AND VENUE

The work performed by the successful Proposer in response to this RFP shall be in compliance with all applicable federal, state, and local laws and their respective rules and regulations. The successful proposer shall ensure that all applicable federal requirements shall flow down to any subrecipients or TPO. This compliance shall be at the successful Proposer's expense. Venue for any legal action arising out of the resulting contract and between the parties hereto shall be exclusively in Bleckley County.

23. INDEMNIFICATION

The selected firm shall indemnify and hold harmless the County, as well as any of its agents, officials, and employees, from all claims, demands, actions, liabilities, losses, suits, judgments, costs, and expenses, which may directly or indirectly arise from, or be incurred as a result of the firm's acts or omissions, including acts of omissions of its employees, servants, and agents. The County will give prompt notice of any suits or claims instituted and will give all needed information to the firm for defending itself through counsel.

24. REQUIRED CERTIFICATIONS

All Proposers shall complete and submit the certifications (see Exhibits E and F) included herein and incorporated into this RFP.

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25. RIGHT TO ADJUST COST

If the County determines during the life of the contract that data submitted by the TPO/bidder is not current, incomplete, or is inaccurate, the County and TPO shall negotiate a mutually agreeable adjustment in cost.

26. CONTRACT CHANGE ORDERS

Written Change Orders: Oral change orders are not permitted. No change in this contract shall be made unless the County gives prior written approval. The TPO shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification changes not properly approved by written notice.

Change Order Procedure: Within thirty (30) calendar days after receipt of a written change order request, the TPO shall submit a detailed price and schedule proposal for the work to be performed. The proposal shall be accepted or modified by negotiations between the TPO and the County. At that time both parties shall execute a detailed agreement in writing.

27. FORM OF AGREEMENT

The agreement between Bleckley County's Sole Commissioner and the successful Proposer will be in form of a contract agreement and shall incorporate the scope of services and responsibilities of the TPO as well as the required clauses listed in Exhibit G:

28. CONFLICTS OF INTEREST

These policies shall apply to Bleckley County employees involved in procurement. It is a breach of ethical standards for any Bleckley County employee to participate directly or indirectly in a procurement when the employee knows:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

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In addition, any persons acting as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by the conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process, or the contract negotiations, with members of any evaluation committee, governing board, or other Bleckley County employees other than the designated Procurement Officer.

EXHIBIT B

Transit System Routes and Service Information

(Subrecipient must add system route information and brochures in this section)

(Insert Route, Brochure, and Ride Guide information here)

EXHIBIT C

REQUEST FOR DEVIATIONS, APPROVED EQUALS, OR EXCEPTIONS FORM

_____ (subrecipient)

_____ (Transit Service) SERVICE

PROPOSAL

RFP SECTION NO.: _____ DATE OF REQUEST: _____

RFP TITLE: _____ PAGE ____ OF ____

DESCRIPTION OF REQUEST FOR DEVIATION, APPROVED EQUAL OR EXCEPTION:

Approved: _____

Denied: _____

Comments: _____

Signature: _____ Date: _____

Title: _____

EXHIBIT D – COST PROPOSAL FORM

Proposer’s Cost per Trip

	Year One	Year Two	Year Three (Option 1)	Year Four (Option 2)	Year Five (Option 3)	Year Six (Option 4)	Year Seven (Option 5)
<i>Cost per Revenue Service Trips</i>							
<i>Cost per Revenue Service Mile</i>							
<i>Cost per Passenger Trip</i>							

Signature: _____

Printed Name: _____

Title: _____

Company/Firm: _____

Date: _____

NOTE: Cost proposal form shall be accompanied by supporting financial documents to support proposed unit cost rate for cost per revenue service hour, cost per revenue service mile, and cost per passenger trip.

Exhibit E

Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the county may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the County if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the County.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the County may pursue available remedies including suspension and/or debarment.

“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”

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

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Signature of TPO's Authorized Official

Name and Title of TPO's Authorized Official

Date

Exhibit F

Appendix A, 49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

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

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Signature of TPO's Authorized Official

Name and Title of TPO's Authorized Official

Date

Exhibit G Required Clauses

1. ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The TPO will retain, and will require its subTPOs 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, subcontracts, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records consistent with the requirements of 2 CFR § 200.334.
- b. Retention Period. The TPO agrees to comply with the record retention requirements in accordance with 2 CFR § 200.337. The TPO shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The TPO agrees to provide sufficient access to FTA, the County, and any of its agents or TPOs to inspect and audit records and information related to the performance of this contract pursuant to 2 CFR § 200.337.
- d. Access to the Sites of Performance. The TPO agrees to permit FTA and its TPO's access to the sites of performance under this contract as reasonably may be required.

2. AMERICANS WITH DISABILITIES ACT (ADA)

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

all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

3. BUY AMERICA REQUIREMENTS

The TPO agrees to comply with 49 U.S.C. 5323(j) and 49 CFR § 661 and 2 CFR § 200.322 Domestic preferences for procurements, 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 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 CFR § 661.11.

In the event the TPO is asked to assist the County in the procurement of rolling stock subject to this part, the TPO must submit to the County the appropriate Buy America certification.

4. CARGO PREFERENCE REQUIREMENTS

The TPO agrees to:

- a. 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. 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 loading 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 County (through the TPO in the case of a subTPO's bill-of-lading.).

- c. 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.

5. CHARTER SERVICE

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

- a. Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b. FTA regulations, "Charter Service," 49 CFR part 604;
- c. Any other federal Charter Service regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing.

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

- a. Barring it or any subTPO operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- b. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- c. Any other appropriate remedy that may apply.

The TPO should also include the substance of this clause in each subcontract that may involve operating public transit services.

6. CIVIL RIGHTS LAWS AND REGULATIONS

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

- a. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - (1) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332,

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

- (2) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- b. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR § 25 prohibit discrimination on the basis of sex.
- c. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 CFR § 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- d. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third-party TPOs must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The County is an Equal Opportunity Employer. As such, the County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the County agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the TPO shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the TPO 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 TPO agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **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 TPO 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 TPO 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 TPO agrees to comply with any implementing requirements FTA may issue.
- c. **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 TPO agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the TPO agrees to comply with any Implementing requirements FTA may issue.
- d. **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 TPO agrees that it will not discriminate against individuals on the basis of disability. In addition, the TPO agrees to comply with any implementing requirements FTA may issue.
- e. **Promoting Free Speech and Religious Liberty.** The TPO shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

Clean Air Act

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

Federal Water Pollution Control Act

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

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

Compliance with the Contract Work Hours and Safety Standards Act

- a. **Overtime requirements.** No TPO or subTPO contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section the TPO and any subTPO responsible therefor shall be liable for the unpaid wages. In addition, such TPO and subTPO shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which

such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the TPO or subTPO under any such contract or any other Federal contract with the same prime TPO, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime TPO, such sums as may be determined to be necessary to satisfy any liabilities of such TPO or subTPO for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts. The TPO or subTPO shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subTPOs to include these clauses in any lower-tier subcontracts. The prime TPO shall be responsible for compliance by any subTPO or lower tier subTPO with the clauses set forth in paragraphs (a) through (d) of this section.”

9. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

- a. In accordance with the statute, TPOs must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, TPOs must be required to pay wages not less than once a week.
- b. The County will provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The County must report all suspected or reported violations to the Federal awarding County.

Compliance with the Copeland Anti-Kickback Act

- a. TPO. The TPO shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR. § 3 as may be applicable, which are incorporated by reference into

this contract.

- b. Subcontracts. The TPO or subTPO shall insert in any subcontracts the clause above and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subTPOs to include these clauses in any lower tier subcontracts. The prime TPO shall be responsible for compliance by any subTPO or lower-tier subTPO with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a TPO and subTPO as provided in 29 CFR § 5.12.

10. DEBARMENT AND SUSPENSION

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000.
 - (1) This contract is a covered transaction for purposes of 2 CFR § 180. As such the County is required to verify that none of its TPOs, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
 - (2) The accompanying certification is a material representation of fact relied upon by the County. If it is later determined that the TPO did not comply with 2 CFR § 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- b. The bidder or proposer agrees to comply with the requirements of 2 CFR § 180, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

11. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the County and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (DBEs), as defined herein and in the Federal regulations published at 49 CFR § 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The TPO or subTPO shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The TPO shall carry out applicable requirements of 49 CFR § 26 in the award and administration of DOT-assisted contracts. Failure by the TPO 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 County deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments
- Assessing sanctions
- Liquidated damages
- Disqualifying the TPO from future bidding as non-responsible

Prime TPOs are required to pay subTPOs for satisfactory performance of their contracts no later than 30 days from receipt of each payment the County makes to the prime TPO.

Finally, for contracts with defined DBE contract goals, the County must include in each prime contract a provision stating that the TPO shall utilize the specific DBEs listed unless the TPO obtains the County’s written consent; and that, unless the County’s consent is provided, the TPO shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

12. ENERGY CONSERVATION

The TPO 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 (42 U.S.C. § 6201).

13. EQUAL EMPLOYMENT OPPORTUNITY

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

- a. The TPO will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The TPO will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The TPO agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The TPO will, in all solicitations or advertisements for employees placed by or on behalf of the TPO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The TPO will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the TPO's legal duty to furnish information.
- d. The TPO will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the County contracting officer, advising the labor union or workers' representative of the TPO's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The TPO will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- f. The TPO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the TPO's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the TPO may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The TPO will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subTPO or vendor. The TPO will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the TPO becomes involved in, or is threatened with, litigation with a subTPO or vendor as a result of such direction, the TPO may request the United States to enter into such litigation to protect the interests of the United States.

14. FEDERAL CHANGES

Federal requirements that apply to the County or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the County's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

1. FLY AMERICA

a. Definitions. As used in this clause—

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

b. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires TPOs, County, and others to use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

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

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

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

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

2. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The TPO shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

3. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The County and TPO 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 County, TPO or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The TPO 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 subTPO who will be subject to its provisions.

4. NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the County must promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region IV. The County must include a similar notification requirement in its Third-Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 CFR §§ 180.220 and 1200.220.

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

- c. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- d. The County must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region IV, if the County has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the County and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the County. It also applies to subTPOs at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative County, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the County.

5. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The TPO agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR § 663. The TPO shall comply with the Buy America certification(s) submitted with its proposal/bid. The TPO agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR § 663 and related FTA guidance.

6. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the TPO shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (2) Meeting contract performance requirements; or
 - (3) At a reasonable price.
- b. The County and its TPOs must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- c. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at <https://www.ecfr.gov/current/title-40/part-247>.

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The TPO 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 TPO 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 TPO 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 TPO to the extent the Federal Government deems appropriate.

The TPO 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(l) on the TPO, to the extent the Federal Government deems appropriate.

The TPO 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 codified, except to identify the subTPO who will be subject to the provisions.

8. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

a. The County and its subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

9. PROMPT PAYMENT

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

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

10. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

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

- a. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by
- b. U.S. DOL is a condition of the Contract.
- c. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the

Contract.

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

11. RESTRICTIONS ON LOBBYING

- a. Pursuant to 2 CFR § 20.100, the TPO must certify, on forms provided by the County, that no appropriated funds may be expended by the TPO participating in a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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.
- b. Each person who requests or receives from the County a Federal contract, grant, loan, or cooperative agreement shall file with that County a certification, set forth in appendix A, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- c. Each person who requests or receives from the County a Federal contract, grant, loan, or a cooperative agreement shall file with that County a disclosure form, set forth in Attachment C, if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- d. Each person who requests or receives from the County a commitment providing for the United States to insure or guarantee a loan shall file with the County a statement, set forth in Attachment C, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of the County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

- e. Each person who requests or receives from the County a commitment providing for the United States to insure or guarantee a loan shall file with that County a disclosure form, set forth in Attachment C, if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of the County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

12. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

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

13. SCHOOL BUS OPERATIONS

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

- a. Federal transit laws, specifically 49 U.S.C. §5323(f)
- b. FTA regulations, “School Bus Operations,” 49 CFR § 605
- c. Any other Federal school bus regulations
- d. Federal guidance, except as FTA determines otherwise in writing

If the TPO violates these terms, FTA may:

- a. Bar the TPO from receiving Federal assistance for public transportation; or
- b. Require the TPO to take such remedial measures as FTA considers appropriate.

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

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

14. SEISMIC SAFETY

The TPO agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the Department of Transportation (DOT) Seismic Safety Regulations 49 CFR § 41 and will certify compliance to the extent required by the regulation. The TPO also agrees to ensure that all work performed under this contract, including work performed by a subTPO, complies with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

15. SUBSTANCE ABUSE REQUIREMENTS

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

16. TERMINATION

Termination for Convenience (General Provision)

The County may terminate this contract, in whole or in part, at any time by

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

Termination for Convenience

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County 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

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

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

If, after termination for failure to fulfill contract obligations, it is determined that the TPO 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 County.

Opportunity to Cure

The County, in its sole discretion, may, in the case of a termination for breach or default, allow the TPO 60 days 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 shall apply.

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

Waiver of Remedies for any Breach

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

17. VETERANS HIRING PREFERENCE

Recipients of Federal financial assistance shall ensure that TPOs working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

18. VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the County

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

- a. The right to take over and complete the work or any part thereof as the County

- for and at the expense of the TPO, either directly or through other TPOs;
- b. The right to cancel this Contract as to any or all of the work yet to be performed;
 - c. The right to specific performance, an injunction or any other appropriate equitable remedy;
and
 - d. The right to money damages.

For purposes of this Contract, a breach shall include:

Rights and Remedies of TPO

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

Remedies

Substantial failure of the TPO to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the County 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 TPO recognizes that in the event of a breach of this Contract by the TPO before the County takes action contemplated herein, the County will provide the TPO with sixty (60) days written notice that the County considers that such a breach has occurred and will provide the TPO a reasonable period of time to respond and to take necessary corrective action.

Disputes

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

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section,

or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

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

Performance during Dispute

Unless otherwise directed by the County, the TPO 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 County and the TPO arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the County 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 County or TPO 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.

Attachment C.
Required Certifications Applicable to
This Solicitation and Contract

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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.

If any funds other than federally appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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

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

Name of Bidder/Company Name: _____

Type or print name: _____

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

GOVERNMENTWIDE DEBARMENT AND SUSPENSION

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

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180.
- (2) To the best of its knowledge and belief, its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred
 2. Suspended
 3. Proposed for debarment
 4. Declared ineligible
 5. Voluntarily excluded
 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or,
 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses listed in the preceding subsection 2.b of this Certification
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

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

g. It will require that each covered lower-tier TPO and subTPO:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower-tier participant in its Project is not presently declared by any Federal department or agency to be:
 - (i) Debarred from participation in its federally funded Project,
 - (ii) Suspended from participation in its federally funded Project,
 - (iii) Proposed for debarment from participation in its federally funded Project,
 - (iv) Declared ineligible to participate in its federally funded Project,
 - (v) Voluntarily excluded from participation in its federally funded Project, or
 - (vi) Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first-tier Subrecipients or its ThirdParty Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

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

Certification

TPO: _____

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

Name and Title of TPO's Authorized Official: _____

Exhibit H

Invoice Template

Quantity	Description	Account Code	Unit Price	Total

Subtotal	
----------	--

USD Total	
-----------	--

Exhibit I Unit Cost Support Example

RFP Budget Sheet - Passenger Trip Unit Rate

		2026	2027	2028	2029	2030	2031	2032
PASSENGER TRIPS								
Demand Response								
Deviated Fixed Route								
TOTAL TRIPS		0.0						
EXPENSE CATEGORY		2026	2027	2028	2029	2030	2031	2032
LABOR	# of Positions							
Management/Admin. Clerk								
Dispatchers/Schedulers/Routers								
Drivers								
Maintenance								
Janitorial								
Other (explain)								
Subtotal:		\$0						

FRINGE BENEFITS	2026	2027	2028	2029	2030	2031	2032
Fringe Benefits							
Subtotal:	\$0						
MATERIALS & SUPPLIES	2026	2027	2028	2029	2030	2031	2032
Fuel & Lubricants							
Tires & Tubes							
Office Supplies							
Vehicle Parts & Supplies							
Communications (Radios, etc)							
Uniforms							
Other (explain)							
Subtotal:	\$0						
INSURANCE	2026	2027	2028	2029	2030	2031	2032
Insurance							
Subtotal:	\$0						
MISCELLANEOUS	2026	2027	2028	2029	2030	2031	2032
Drug & Alcohol Testing, Physicals, Vaccines							
Accounting (Payroll, Etc)							
Start - Up Expenses							
Proposal Bond							
Profit							
Operating Taxes & Licensing							
Staff Training							
Other (Explain)							
Subtotal:	\$0						
LEASE AND RENTALS	2026	2027	2028	2029	2030	2031	2032
Vehicles							
Office Equipment							
Garage Equipment							
Other (Explain)							
Subtotal:	\$0						

	2026	2027	2028	2029	2030	2031	2032
TOTAL COSTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Base Unit Rate	#DIV/0!						
FRINGE BENEFITS DESCRIPTION: (ex: Holidays, Health Insurance, Dental Insurance, 401K, etc)							

Attachment 1

Vehicle Inventory

Veh #	Year	Mfr.	Type	Vin #	Seating	W/C
4084	2019	Ford	Light-Duty Mid-Sized Bus	1FDEE3FS8KDC65564	10	2
4276	2023	Ford	Light-Duty Mid-Sized Bus	1FDEU6PG2PKB31344	8	1
4277	2023	Ford	Light-Duty Mid-Sized Bus	1FDEU6PG9PKB73025	8	1

