

A REQUEST FOR PROPOSALS (RFP)
for
Commuter Vanpool Services for
The Heart of Iowa Regional Transit Agency (HIRTA)
Region Wide Employment Initiative

August 7, 2018

HIRTA Public Transit
2824 104th Street
Urbandale, IA 50322

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I. INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS

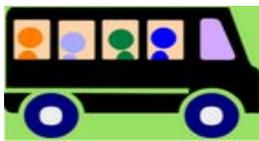
A. Summary

The Heart of Iowa Regional Transit Agency (HIRTA) hereby issues this Request for Proposals (RFP) in order to solicit proposals from individuals, firms, and teams with experience in providing vanpool services for commuter vanpool programs.

B. RFP Schedule

Consideration of the responses will be governed by the following schedule, which is subject to revision by HIRTA.

Milestone	Details	Date
Distribution	Requests for Proposals (referred to further herein also as "solicitation") will be forwarded to respondent(s) and firms who have indicated an interest in participating in this project or who have displayed evidence of expertise in vanpool services. The solicitation is also posted on HIRTA's website at www.hirtapublictransit.com/business/request-for-proposal	August 07, 2018
Questions and Inquiries	Questions and inquiries must be submitted via email to Brooke Ramsey at bramsey@ridehirta.com on or before this date.	August 17, 2018
Question Responses	All questions and answers will be posted on the following webpage for all interested parties to view: www.hirtapublictransit.com/business/request-for-proposal	August 24, 2018
Submittals due	Responses to this request must be submitted digitally (in PDF format) and received at the following secure email address no later than 3:00 PM Central time: bramsey@ridehirta.com Please identify the name of the solicitation in the subject line of your digital response.	September 10, 2018
Interviews	Interviews, if required, will be scheduled by this date. Notification of selection for an interview will be given on or before September 14, 2018.	September 14, 2018
Recommendation and Authorization	Following review and scoring of responses, HIRTA staff will prepare a recommendation to proceed to contract with one (or more) of the respondent(s). HIRTA staff will seek approval from HIRTA's Board of Directors to proceed to contract with selected respondent(s). This date is approximate.	September 27, 2018



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Contract Execution	HIRTA staff will begin contract negotiations with selected respondent(s). HIRTA may contract with one (or more) respondent(s) to complete the entire scope of work. This date is approximate.	October 1, 2018
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C. General Instructions

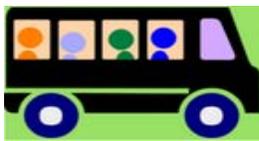
1. **Questions** - Questions regarding this solicitation should be submitted on or before the date listed above via email to: bramsey@ridehirta.com
2. **Project Direction** – Brooke Ramsey; Business Development Manager will be responsible for providing direction to the selected respondent(s).
3. **Signatory Requirements** - Responses must be signed by a duly authorized official of the respondent. Consortiums, joint ventures, or teams submitting responses will not be considered responsive unless it is established all contractual responsibility to HIRTA with regard to the project shall rest solely with one contractor or legal entity, which shall not be a subsidiary or affiliate with limited resources. Each response should indicate the entity responsible for execution on behalf of the team. In addition to electronic submittal, please submit one hard copy of RFP with required signatures by 3:00 PM Central Time on September 10, 2018 to:

HIRTA
 Attn: Brooke Ramsey
 2824 104th Street
 Urbandale, IA 50322

4. **Responses to RFP** - All responses to this solicitation become the property of HIRTA upon receipt and will not be returned to the respondent. Selection or rejection will not affect this right. HIRTA shall have the right to use any or all of the ideas or adaptations of the ideas contained in any response received, excluding case study materials or other reference materials prepared for clients of respondent. Any confidential/proprietary information submitted in response to this request shall be readily identified, clearly marked and separated from the rest of the response. Co-mingling of confidential/proprietary and other information is not acceptable. Submittals will be handled in accordance with applicable federal and state public records laws and procurement regulations. Neither cost information nor the total response will be considered confidential/proprietary.

D. Required Elements in Response/Response Format

Firms, teams, or individuals responding to this solicitation shall provide the following information in their proposals in the order listed below. Only complete submittals will be evaluated.



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1. **Cover Letter** - Respondents should submit a cover letter expressing their interest in the project. The letter must contain, at a minimum, the following information:
 - a. Statement of interest referencing commuter vanpool service.
 - b. Certification stating the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
 - c. Respondent's name, address, telephone number, fax number and e-mail address of the individual to contact regarding the submittal.
 - d. An authorized principal or partner of a firm shall sign the letter.
 - e. Identification of whether the prime respondent is certified as a Disadvantage Business Enterprise (DBE), or indication as to the Respondent's goals for DBE participation, if any.

2. **Qualifications and Experience of the Respondent(s)** - Respondents shall describe projects and experience of the past three years relevant to the draft scope of services described in Section II, Project Description, below. Respondents should place particular emphasis on projects for which key staff to be assigned to this project have either been primarily responsible or have performed substantial work. If subcontractors are to be used, the means by which these firms will participate must be specified and their experience and credentials presented in this section.

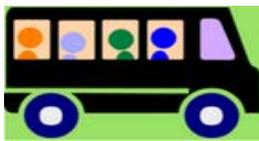
3. **Qualifications and Experience of Key Staff** - Respondents shall identify the key individuals to be assigned to this project (by name and position) and describe the work tasks assigned to each individual. The respondent must also provide experience summaries of these key individuals, describing for each individual their previous experience on similar projects in similar roles, their educational background, and their length of tenure with the consulting firm. Resumes of these key individuals may also be included. Respondents shall also list any professional affiliations, licensures, and certifications pertinent to the work described in Section II, Project Description.

4. **References** - Respondents shall submit names, addresses, and phone numbers of references familiar with the Respondent's ability, experience, and reliability in the performance and management of projects of a similar nature. Briefly summarize the project for which a reference is provided.

5. **Cost Information** - Respondents shall provide cost information as requested in Section II, Project Description.

6. **Project Management and Scheduling Expertise** - Respondents shall identify the management techniques they are using to assure the completion of projects within schedule and budget.

7. **Insurance Requirements** - Respondents shall provide acknowledgement of the following insurance requirements and a statement ensuring they are able to meet these minimum requirements. Any Contract resulting from award of this RFP will require the selected respondent(s) to procure and maintain, and shall cause each subcontractor of respondent to procure and maintain the minimum insurance coverages listed below:



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- a. Commercial Liability – combined single limit \$1,000,000
- b. Uninsured and Underinsured Motorist - \$1,000,000

HIRTA, its officers, and employees are to be named as additional insured under both the Contractor's General Liability and Automobile Liability policies. Said insurance will be required to be maintained in full force and effect during the term of the contract.

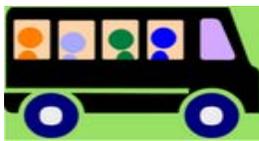
All insurance policies required hereunder shall include clauses stating each carrier shall waive all rights of recovery, under subrogation or otherwise, against HIRTA its agencies, institutions, organizations, officers, agents, employees and volunteers.

The foregoing insurance types, limits, and coverages may be modified only with the express written consent of HIRTA and shall be subject to additional terms and conditions of any contract awarded pursuant to this RFP.

- 8. Reservations and Special Conditions** - The respondent should review the Special Conditions in Section G below, and the Federal and State Requirements in Attachment A. The respondent should note any elements/reservations, special conditions, constraints, and exclusions related to the terms of this solicitation. Failure to comply with the requirements in Attachment A may result in termination of the contract with the selected respondent.

E. Selection Process

HIRTA will establish a proposal review team to review the responses to this solicitation received no later than **3:00 PM Central** time on or before **September 10, 2018**. After the review of responses, oral interviews of the most qualified respondent(s) may be conducted at the discretion of the review team. HIRTA staff will recommend a respondent or respondents to the **HIRTA Board of Directors on or before September 27, 2018**. Upon HIRTA Board of Directors approval, the selected respondent(s) will be notified and negotiations for a contract to provide services will commence.



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F. Evaluation Criteria

Evaluations of proposals will be based on the following criteria (up to 50 points):

- 1. Experience and Capability** - Respondents will be evaluated with respect to the experience of the respondent(s) and personnel assigned to the project both in terms of past efforts in this type of work and the quality and level of commitment to this project. Of prime concern will be the capabilities and accomplishments of the individuals to be assigned to this particular project. (10 Points)
- 2. Responsiveness to Project Scope** – Adequate answers and information pertaining to each item identified as part of the Scope of Services in II.B. Respondents will be evaluated based on information they provide to adequately demonstrate how they will meet the requirements set forth in the Scope of Services section. (15 Points)
- 3. Cost Information** - Likely project cost, determined from the standard service fee break out provided by the respondent, will be considered in the selection; however, it will not be the primary determining factor. (5 Points)
- 4. References** - Information provided by respondent's references addressing the knowledge, skills, abilities and performance of the respondent to complete the work outlined below will be included in the staff evaluation of the response. (10 points)
- 5. Other** - Other factors may be determined by HIRTA to be necessary or appropriate in its discretion; this may include presentations by respondents if they are invited to present after preliminary scoring of proposals is complete. (10 Points)

G. Special Conditions

- 1. Rejection Rights** - All respondents are notified the execution of a contract pursuant to this solicitation is dependent upon approval by HIRTA. HIRTA reserves the right to reject all responses and re-solicit if deemed by HIRTA to be in its best interests, and to abandon the project and this RFP at any time for any or no reason. Selection of a respondent or respondents is also conditioned on the negotiation of an acceptable contract.
- 2. Other Conditions; Reservation of Rights** - This is a solicitation and not an offer to contract. The provisions in this solicitation and any procurement or



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purchasing policies or procedures of HIRTA are solely for the fiscal responsibility of HIRTA and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. HIRTA reserves the right to issue clarifications and other directives concerning this solicitation, to make and issue modifications to the solicitation schedule; to require clarification or further information with respect to any response or proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any respondent.

- 3. Costs of Response Preparation and Other Charges** - Respondents are solely responsible for all costs of preparing their proposals and participation in this solicitation and HIRTA assumes no responsibility for payment of any expenses incurred by a respondent as part of this process. For the selected firm, no reimbursement will be made by HIRTA for any costs incurred prior to full execution of a contract and issuance of written notice by HIRTA to commence project services.

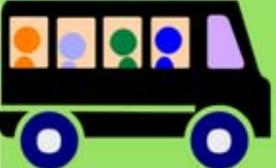
- 4. Conflict of Interest** - Respondents shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of respondent's obligations in this project. Respondents shall acknowledge with respect to any subsequent contract, even the appearance of a conflict of interest is harmful to HIRTA's interests. Absent HIRTA's prior written approval, respondents shall refrain from any practices, activities or relationships which reasonably appear to be in conflict with the full performance of respondent's obligations to HIRTA. If a conflict or appearance exists, or if respondent is uncertain whether a conflict or the appearance of a conflict of interest exists, respondent shall submit to HIRTA a disclosure statement setting forth the relevant details for HIRTA's consideration. Failure to promptly submit a disclosure statement or to follow HIRTA's direction in regard to the apparent conflict constitutes a breach of contract.

- 5. Federal, State and Local Requirements** - The selected respondent shall be responsible, at all times during the execution of the project, for strictly adhering to and complying with all applicable federal and state laws and regulations, including but not limited to those set forth in Attachment A. Respondent further acknowledges and agrees it shall comply with all terms and conditions set forth in a "Purchase of Transit Service Contract" developed by HIRTA.



6. **Suspension and Debarment** - By submitting a proposal in response to this solicitation, the respondent represents its organization and its principals are not suspended or debarred per federal requirements.

7. **Period of Performance** - Performance of the contract resulting from this solicitation will commence on or about December 1, 2018. The initial term of the work to be performed will terminate November 30, 2021. HIRTA will have an option to renew for two (2) additional one-year terms, upon renewal terms mutually agreed upon by the parties. Depending on availability of funds, contract from this solicitation could be negotiated to begin as early as October 1, 2018.



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II. PROJECT DESCRIPTION

A. **INTRODUCTION**

The Heart of Iowa Regional Transit Agency (HIRTA) is an intergovernmental agency established in 1981 under Chapter 28E of the Code of Iowa. Governed by a board of directors comprised of elected officials, HIRTA was established to provide and promote public transportation in Boone, Dallas, Jasper, Madison, Marion, Story, and Warren Counties (all services are not offered in all counties). HIRTA is recognized by the Iowa DOT as a regional public transit system in these counties, branded as HIRTA Public Transit.

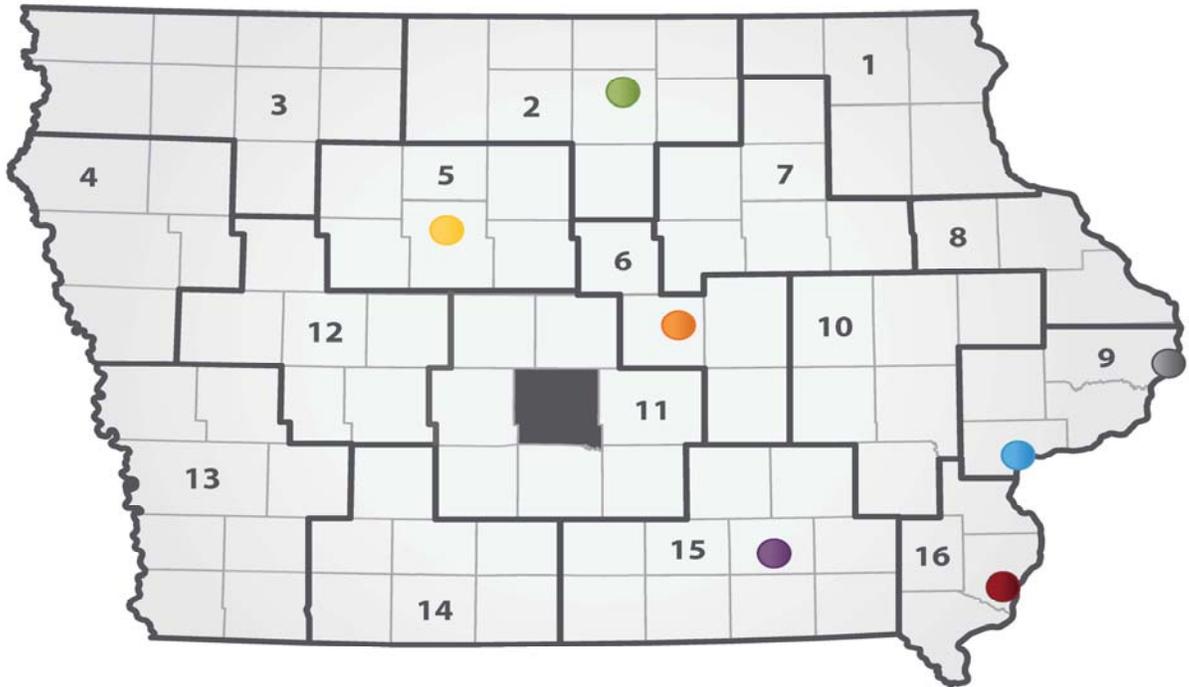
HIRTA has become recognized as an ideal vehicle for addressing public transportation issues which require a regional perspective in order to meet the transportation needs of the area. A regional public van pool program was specifically recommended as part of the Heart of Iowa Regional Transit Agency Strategic Plan. The need for transportation service in our service area has been identified through our Transportation Advisory Groups, various employers within our region, and through customer surveys.

HIRTA seeks to implement the HIRTA-Works vanpool program through a contracted vanpool provider. The program will be a pilot program and will be evaluated on an annual basis. The public vanpool program is one mode of public transportation being implemented to alleviate commuter transportation issues in the region.

The map on the next page shows the seven-county area (Region 11) which the HIRTA-Works vanpool program will serve.

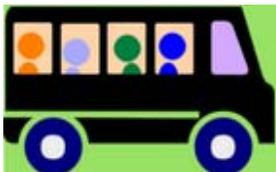


Iowa's Rural Public Transit Systems



- Burlington Urban Service
- City of Fort Dodge
- Marshalltown Municipal Transit
- City of Mason City
- City of Muscatine
- Ottumwa Transit
- City of Clinton, Municipal Transit Administration

- Region 1 - Northeast Iowa Community Action Corporation
- Region 2 - North Iowa Area Council of Governments
- Region 3 - Regional Transit Authority
- Region 4 - Siouxland Regional Transit System
- Region 5 - MIDAS Council of Governments
- Region 6 - Region Six Planning Commission
- Region 7 - Iowa Northland Regional Council of Governments
- Region 8 - Delaware, Dubuque, and Jackson County Regional Transit Authority
- Region 9 - River Bend Transit
- Region 10 - East Central Iowa Council of Governments
- Region 11 - Heart of Iowa Regional Transit Agency
- Region 12 - Region XII Council of Governments
- Region 13 - Southwest Iowa Planning Council
- Region 14 - Southern Iowa Trolley
- Region 15 - 10-15 Regional Transit Agency
- Region 16 - South East Iowa Regional Planning Commission



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For the purposes of this RFP, vanpooling is defined as follows and the following vanpool policy requirements shall apply to the subsequent contract:

- a. A vanpool is typically a group of 7 to 15 individuals who share their commute to work. The vanpool travels from an individual's home (or a prearranged meeting place) to a regular destination within the same geographic area.
- b. The vanpool driver is a volunteer from within the group using the van for transportation to/from work.
- c. The vanpool driver shall not be paid a wage by the vanpool group, his/her employer, or any third party in exchange for driving the vanpool van.
- d. All vanpools must be open to the public should any person desire to ride in a vanpool serving their work trip commute (subject to space permitting and availability).

B. SCOPE OF SERVICES

1. Ownership and operation of vanpool fleet

HIRTA does not wish to own, maintain, license or insure vanpool vehicles. Respondents shall describe their capabilities to own, operate, maintain, and support the van fleet for the HIRTA-Works vanpool program. Respondents shall specifically address how administration and costs of the items below will be handled:

- 1.1. Vehicle provision
- 1.2. Vehicle delivery to vanpoolers
- 1.3. Registration and licensing
- 1.4. Title fees
- 1.5. Insurance
- 1.6. Maintenance
- 1.7. Disposal (selling) of vans taken out of service

Respondents shall describe how they will:

- 1.8. Guarantee availability of vehicles as demand expands or as needs arise for back-up vehicles.
- 1.9. Comply with any FTA Purchasing requirements.
- 1.10. Provide vans in a uniform color scheme and lettering acceptable to HIRTA-Works.



- 1.11. Provide vans accommodating 7, 8, 12 or 15 passengers (see chart on page 14), including the make and model for each size of van, a description of the van, and a list of the vehicle amenities.
- 1.12. Provide all vanpool shuttle services including, but not limited to, shuttles for maintenance, vehicle switch outs, delivery to new drivers, and pick up of vans when a vanpool group has disbanded.
- 1.13. Manage printing and application of HIRTA-Works graphics on each new vehicle that is placed into service and replace any damaged graphics. Respondents should specifically address how the costs of this would be covered. All vans must be exclusively branded as HIRTA-Works, and detailed graphics will be provided by HIRTA.
- 1.14. Accommodate and manage special requests from HIRTA-Works to apply employer and/or sponsor logos on vans. Respondents should specifically address how the costs of this would be covered.

2. Maintenance and repair of vans

Respondents shall describe:

- 2.1. How they will ensure the vanpool fleet is reliable and well-maintained. Respondents shall specifically address how maintenance and repairs will be scheduled and managed, how costs will be covered, and who will be responsible for taking vehicles in for maintenance and repair.
- 2.2. Who will provide maintenance and where the maintenance facilities will be located.
- 2.3. How emergency calls and/or repairs would be handled during the week and on holidays and weekends.
- 2.4. How maintenance and repairs would impact vanpoolers. For example, would minor repairs such as windshield replacement be done where the van is parked? Would the contractor shuttle vans to and from the site? Would the driver be required to take vehicles to a repair facility and, if so, would a loaner van be available when needed during repair or maintenance work?
- 2.5. Capability to provide a loaner van as needed and for what cost.
- 2.6. Policies and schedule for replacing vehicles. HIRTA-Works is desirous no van operating should be in excess of 100,000 miles or five years old, whichever comes first.
- 2.7. Coverage of fuel costs and other incidentals. Indicate if vanpoolers would be provided a gas card for each van and information about repair services and emergency services. All these items should be covered by monthly cost for the van.
- 2.8. How any factory recall would be addressed.



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3. Insurance

Respondents shall:

- 3.1. Indicate how the cost of insurance will be charged to vanpool users.
- 3.2. Indicate the type of coverage available. Insurance should be full coverage for vanpool vehicles and commute groups and should include but not be limited
 - 3.2.1. Automotive Liability (how much?)
 - 3.2.2. Bodily Injury and Property Damage – each occurrence
 - 3.2.3. Excess Liability (how much?)
 - 3.2.4. Uninsured Motorist - minimum statutory limits in the state of Iowa
 - 3.2.5. Collision Coverage - full value
 - 3.2.6. Comprehensive Coverage - full value
 - 3.2.7. Worker's Compensation - minimum statutory limits in the State of Iowa
- 3.3. Provide an estimate of the costs to vanpoolers for insurance described above.
- 3.4. Describe how insurance claims and repairs will be managed and who will be responsible for administration of claims and repairs.

4. Recruitment, user and administrative services

Respondents shall describe:

- 4.1. Capability to provide matching and coordination services to fill seats in established vans or to match potential vanpoolers to a new van. Indicate lead time for placing a new vanpool group in a van.
- 4.2. Ability to provide experienced and trained personnel who are knowledgeable of the HIRTA-Works program and dedicated exclusively to providing administrative support to the HIRTA-Works vanpool program.
- 4.3. Ability to provide HIRTA-Works with effective and sustained vanpool marketing and outreach. Describe the marketing support your firm is willing to provide. Describe how your firm's marketing staff will work jointly with any HIRTA staff and HIRTA-Works partners for additional marketing efforts.
- 4.4. Willingness and ability to conduct group formation meetings, participate in promotional events, fairs and other activities to promote expansion of the vanpool program. Describe what your firm is willing to do.
- 4.5. Promotions or incentives respondent shall conduct or provide to expand the vanpool program at no cost to HIRTA.
- 4.6. Ability to provide recruitment and screening services, perform driving records checks and other background screening.
- 4.7. Capability to be the primary point of contact for prospective and established vanpoolers in the implementation of the driver selection and orientation program.



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- 4.8. Vanpool formation and driver selection process.
- 4.9. Driver and rider responsibilities regarding fare payment and collection, vehicle care and reporting.
- 4.10. How revocation or suspension of rider or driver privileges will specifically be handled if problems arise.
- 4.11. How customer service needs of established vanpoolers will be administered, and who will be the primary point of contact regarding customer service.
- 4.12. What the specific vanpool participant grievance process will be.
- 4.13. How administrative services will be carried out - by paper, online or electronic forms. Describe the respondent's capability to process driver and passenger forms, obtain driving records, credit checks where necessary. Forms required include vanpool application forms, volunteer driver agreement forms, accident report forms, reimbursement forms and all other forms and documents necessary for the administration of the program.
- 4.14. Period of notice required for a driver or passenger to start the program or leave the program. Describe the process for placing new riders into existing vans.
- 4.15. How driver safety training will be conducted. Will a videotape, class or online driver orientation be provided? Will this be required annually? Is this available as needed if driver complaints arise?
- 4.16. How you will accommodate requests from passengers requesting accessible vehicles. Will a passenger securement training be required for the vanpool driver or passengers?
- 4.17. Training and information for vanpool drivers and passengers on the rules and operations of the vehicles. This should be available in English, Spanish, and any additional languages.
- 4.18. Availability of staff contacts, both primary and a backup. Local staff coverage is expected at minimum between 7 a.m. and 6 p.m. Central Time, Monday through Friday.
- 4.19. Availability of a toll-free number or website for use by vanpool participants and potential participants in administrative matters.
- 4.20. How you ensure vanpools are open to the general public and are not restricted to specific clients, employers, or other affinity groups. Individuals must be given the opportunity to join vanpools as long as they share the same work arrival/departure times and travel origins/destinations as other vanpool members.

5. Financial administration and billing



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All costs of operating and maintaining the vanpool program must be covered by fare revenue and predetermined subsidies per vehicle. HIRTA will determine the exact amount of the fare subsidy per vehicle. HIRTA will not be responsible for collecting fares or covering the cost of any uncollected fares. Aside from the per vehicle subsidy, HIRTA will not be responsible for any costs associated with operating or maintaining the vanpool program.

Respondents shall describe:

- 5.1. Capability to provide financial management, record keeping, accounting and reporting of subsidies and fare revenue.
- 5.2. Process for accepting, recording and tracking vanpooler fare payments.
- 5.3. The schedule for billing established vanpoolers and new vanpoolers.
- 5.4. Ability to report quarterly vanpool usage statistics to HIRTA, including ridership, mileage, hours, operating costs, fares collected, other revenues.

6. Data collection and reporting

Respondents shall describe:

- 6.1. Ability to maintain a current database on all vans, drivers and passengers, including:
 - 6.1.1. Current vans in operation
 - 6.1.2. Current van drivers and passengers
 - 6.1.3. Contact information for all passengers and drivers
 - 6.1.4. Origination and destination locations for each van
 - 6.1.5. Number of riders for each van
 - 6.1.6. Number of empty seats for each van
 - 6.1.7. Number of commute days per month
 - 6.1.8. Daily round trip miles
 - 6.1.9. Percentage of commute miles within the seven county HIRTA service area
- 6.2. Ability to provide HIRTA with a list of all active vanpools including the origin and destination of the vanpool, the number of riders and empty seats, the daily round trip miles, number of commute days per month, the percentage of commute miles within the seven county HIRTA region, the names and email addresses of all vanpool drivers and passengers. This report must be provided to HIRTA at no additional expense, in a format suitable to HIRTA, on a monthly basis.
- 6.3. Ability to provide a monthly fleet activity report listing all vanpool starts (by van



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ID number and driver), vanpool terminations (by van ID number and driver), driver switches (by van ID number and driver), van switches (by van ID number and driver) and lists all vans that are out of service (by van ID number). The report should also provide a summary showing the total number of vans in service, the total number of vans out of service, the total number of vans in the fleet, total number of active riders, total seating capacity of the active fleet, and capacity utilization as a percent of total seating capacity. Finally, the report must summarize all administrative and sales activities for the month. The report must be provided to HIRTA at no additional expense, in a format provided suitable to HIRTA.

- 6.4. Capability and willingness to be completely responsible for collecting all data and preparing and filing all required reports for the National Transit Database (NTD) of the Federal Transit Administration (FTA).
- 6.5. Capability of providing all documents necessary to successfully respond to an audit. Indicate ability to provide HIRTA, Iowa DOT, Federal Transit Administration, or any of their duly authorized representatives, for purposes of an audit and examination, access to all work, materials, payrolls, and other data and records, and accounts maintained by the contractor with regard to this contract. Indicate ability to maintain required records for at least three years.
- 6.6. What vehicle data collection technologies will be used, and are available, to simplify and streamline data collection processes of vanpool drivers and participants.

7. Provide wheelchair accessible vans

Respondents shall describe:

- 7.1. Your ability to provide a sufficient number of accessible vehicles to meet the needs of passengers with ADA mobility issues. This does not mean all vehicles must be ADA accessible, but only the needs are met ensuring passengers with ADA mobility issues are not excluded from participating in the vanpool program.

8. Guaranteed Ride Home Program

Respondents shall describe:

- 8.1. Your experience implementing successful guaranteed ride home programs; please provide examples.
- 8.2. What information is needed from the vanpool sponsor prior to implementing the guaranteed ride home program.



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- 8.3. What modes of service may be used with the program.
- 8.4. How a guaranteed ride home program will specifically accommodate the needs of passengers with ADA mobility needs.
- 8.5. What driver/passenger training is recommended for specific vanpools with a passenger having ADA mobility needs.

9. Emergency Assistance

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

10. Costs

- 10.1. Provide a proposed cost per month per van, broken down by type of vehicle and monthly mileage allowance if applicable, as shown in the matrix below. For the purpose of this cost proposal, assume vanpooler users will pay the full cost of the van and no subsidies will offset the cost.

Monthly Mileage	7-Passenger Minivan	8-Passenger Full-Size Van	12-Passenger Full-Size Van	15 Passenger Full-Size Van
500				
750				
1,000				
1,250				
1,500				
1,750				
2,000				
2,250				
2,500				
2,750				
3,000				
3,250				
3,500				
3,750				
4,000				



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Attachment A – Federal, State and Local Requirements

Energy Conservation

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

Lobbying

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

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) the following access to records requirements apply to this Contract:

- Where the purchaser is not a State but a local government and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
- Where the purchaser is a State and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a) which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- Where a purchaser which is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract



to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

- Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i) (11). FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

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

Clean Air

- Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Contract Work Hours & Safety Standards Act

Applicability – Contracts over \$100,000

- Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) Of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable 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 para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any



moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

- Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

- Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
- If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
- Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.



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Termination

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

- Termination for Convenience (General Provision) - The recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

- Termination for Default [Breach or Cause] (General Provision) - If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be affected by serving a notice of termination to contractor setting forth the manner in which contractor is in default.

Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

- Opportunity to Cure (General Provision) - The recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- Waiver of Remedies for any Breach - In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- Termination for Convenience (Professional or Transit Service Contracts) - The recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- Termination for Default (Supplies and Service) - If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- Termination for Default (Transportation Services) - If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may



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terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute Clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- Termination for Default (Construction) - If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
 1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
 2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes Clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.
- Termination for Convenience or Default (Architect & Engineering) - The recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. Recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- Termination for Convenience or Default (Cost-Type Contracts) - The recipient may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state



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whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract.

Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non-Procurement)

Applicability – Contracts over \$25,000

- This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart 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.

Contracts Involving Federal Privacy Act Requirements

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



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Civil Rights Requirements

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

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

Breaches and Dispute Resolution

All contracts over \$100,000

- Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.
- Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue



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- performance under this contract while matters in dispute are being resolved.
- Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.
- Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

- This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- If a separate contract goal has been established, bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.



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Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) • The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT- required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Full and Open Competition

- In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

- Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

- Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg. 145, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

- Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights 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. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

- To the extent required by law, in the announcement of any third-party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third-party contract.

Interest of Members or Delegates to Congress

- No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors



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- Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

- To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient’s Procurement Guidelines, available upon request from therecipient.

Compliance with Federal Regulations

- Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

Real Property

- Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

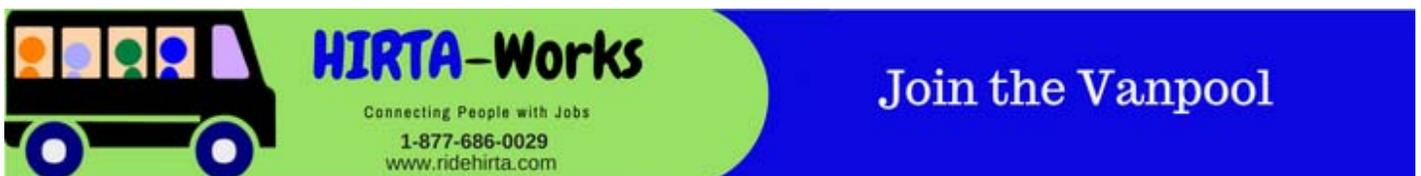
- To the extent applicable and except to the extent that FTA determines otherwise in writing, the recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, “DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries,” 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

- The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

Environmental Protections

- Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: The National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal



regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

- Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

- Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

- The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

CFDA number for the Federal Transportation Administration

- A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.



Attachment B – Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify (Name and title of official) On behalf of _____ that: (Name of Bidder/Company Name) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. *This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____

Date ____/____/____

Signature of notary and SEAL _____



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GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) 49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.” Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300. Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels). Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart 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.

Contractor _____

Signature of Authorized Official _____

Date ____/____/____

Name and Title of Contractor's Authorized Official _____



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