



Request for Proposal (RFP) for Shuttle Services

- **Lake Oswego Shuttle (operations only)**
- **Mid-Multnomah County RideAbout**
- **NE RideAbout**
- **N/NE RideAbout Supplemental Service**
- **North RideAbout**
- **SW and NW Downtown RideAbout**

Operates in one or more of the following counties, Clackamas, Multnomah, and Washington, in the state of Oregon

Deadline for Submission: Wednesday, May 31st 2017

For additional information, please contact

Dean Orr, Asset & Contracts Director

Ride Connection

9955 NE Glisan St.

Portland, OR 97220

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SECTION 1: DESCRIPTION AND HISTORY OF RIDE CONNECTION

The story of Ride Connection, Inc. (this “Ride Connection”) is one of evolution and collaboration; of identifying transportation needs and filling them; of recognizing opportunities and building upon those opportunities.

Ride Connection is a non-profit and makes it possible for people with disabilities and older adults to get around. In coordination with community partners, Ride Connection provides customer-focused, safe, reliable transportation options for individuals in Clackamas, Multnomah, and Washington counties

In the mid-1980s a TriMet citizen committee recommended to them that a volunteer program could better meet the transportation needs of older adults and people with disabilities. The first rides were done in 1986 as a TriMet project. Ride Connection was then incorporated as a private nonprofit in May 1988 with a vision to serve this population with a more adaptable, accessible service than traditional public transit. The relationship between TriMet and Ride Connection represents a unique blending of public and private resources and serves as a model of effective regional cooperation and collaboration.

Ride Connection and its service partner network have evolved from a limited provider of volunteer transportation service options, to a major provider in the provision of transportation services to primarily older adults and people with disabilities in the Tri-County area.

Over the years the Ride Connection network has grown from providing just over 11,700 rides in its first year to providing 569,444 rides in the 2015-16 fiscal year. Today, the Ride Connection network includes nearly 700 drivers and one-third of them are volunteers. Ride Connection’s RideWise travel training program supported over 2,000 individuals with training and access to public transportation last year.

SECTION 2: PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 Objective of this Request for Proposal (RFP)

Ride Connection is seeking proposals in response to this Request for Proposal, RFP No.2017-502 Shuttle Services (this “RFP”), for selection of a qualified vendor or vendors to provide the continuation of the six (6) services listed directly below which are more specifically described in Section 5 (General Service Overview and Scope of Work) of this RFP.

- Lake Oswego Shuttle
- Mid-Multnomah County RideAbout
- NE RideAbout
- N/NE RideAbout Supplemental Service
- North RideAbout
- SW and NW Downtown RideAbout

One or more of the services listed above operate in one or more of Clackamas, Multnomah or Washington Counties in the state of Oregon. Ride Connection could

award a contract for one, multiple, or all services to a single contractor(s). Ride Connection reserves the right to award each service individually. The projected start date is July 01, 2017 through June 30, 2018 with the two (2) one (1) year options.

2.2 Schedule of Events

Date RFP Issued: Wednesday, May 17, 2017

Informational Q&A meeting: Wednesday, May 24, 2017, 3:00 PM, PST

Ride Connection, Williams Conference Room

9955 NE Glisan St, Portland, Oregon 97220

Join from PC, Mac, iOS or Android: <https://zoom.us/j/5035281752>

Or join by phone: 646.558.8656 or 408.638.0968 (US Toll)

Meeting ID: 503 528 1752

Final date for emailed questions: Thursday, May 25, 2017

Responses to questions/concerns: Friday, May 26, 2017 by 5:00 PM, PT

Proposals due: Thursday, June 1, 2017, 4:00 PM PT

Committee review: Wednesday, June 7, 2017

Notice of Award: Approx. Friday, June 9, 2017

2.3 Addenda to RFP, Changes and Additional RFP Documents

Ride Connection reserves the right to make any changes to the RFP it deems appropriate. Any changes in the RFP will be made by written Addenda, which will be issued by Ride Connection.

Proposers may request a change to the RFP by submitting a written request to the Ride Connection Contact. The request shall specify the provision of the RFP in question and contain an explanation for the requested change. The request must be submitted at least seven (7) business days prior to the date for receipt of the RFP. Ride Connection may decline to respond to questions or change requests received less than seven (7) business days before the date set for proposals. Ride Connection will evaluate any request so submitted, but reserves complete discretion to determine the desirability of any requested change. Any changes(s) requested and approved by Ride Connection will be the subject of a formal Addendum to the RFP.

Any addenda or other subsequently released RFP documents will be posted to Ride Connection's website at <https://rideconnection.org>. They will not be sent directly to potential proposers. It is the Proposer's responsibility to periodically check <https://rideconnection.org> for additional RFP documents.

2.3 Pre-Contractual Expenses

Ride Connection will not be liable for any expense incurred in the preparation of the RFPs

2.4 Submittal of RFPs

Complete RFP submissions (electronic, fax or paper copies) must be delivered on or before 4:00 PM on Wednesday, May 31, 2017 to:

Ride Connection, Inc.
9955 NE Glisan St.
Portland, OR 97220
Fax: 503.528.1755
Attn: Dean Orr
dorr@rideconnection.org

Delays due to mail handling will not excuse late delivery of an RFP. An RFP will be deemed received by Ride Connection only when it is physically received by a Ride Connection staff member. Ride Connection reserves the right to extend the deadline for submission at its own discretion.

2.5 Cancellation of RFP

Ride Connection reserves the right to cancel the RFP at any time without obligation prior to execution of contract(s) by Ride Connection.

2.6 Supplements to proposals

If the evaluation of any proposal indicates minor noncompliance or variance with the RFP, Ride Connection may, but need not, request that the submitter supplement the proposal. Such request will attempt to identify the noncompliance or variance, and will establish a date by which the supplement to the proposal must be submitted.

2.7 Confidentiality

Prior to contract award(s), Ride Connection will treat as confidential all information contained in proposals, proposal supplements, and communications made in the course of procurement negotiations. Pursuant to ORS 192.501, that information is not subject to disclosure under Oregon's public record statute. The public interest will not suffer as a result of disclosure by Ride Connection after contract award(s), so Ride Connection will treat that information as a matter of public record after contract award(s).

2.8 Notices and Communications

All notices and other communications concerning this RFP and future contract(s) must be written in English. Notices and other communications may be delivered, in writing, personally, by email, by FAX, or by regular, certified, or registered mail.

SECTION 3: EVALUATION CRITERIA

3.1 Format and Content of Proposals

Section 6 Submitter Response must be completed for each agency submitting a proposal.

3.2 Economy of Preparation

RFPs should be prepared simply and economically, providing a straight-forward, concise description of the proposer's capabilities to satisfy the requirements of the

RFP. Questions should be answered within the space provided unless otherwise noted.

3.3 Criteria for Selection

The successful Proposer(s), if any, selected by Ride Connection through this RFP will be the Proposer(s) that submit a proposal that meets the General Conditions to be evaluated, on or before the Submittal Deadline, and that is the most advantageous to Ride Connection. The successful Proposer(s) is referred to as the “Contractor.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to the community in terms of (1) services to the community, (2) total overall cost to Ride Connection, and (3) project management expertise.

3.3 Evaluation Procedure

An evaluation team from Ride Connection staff, and others will evaluate these proposals. The evaluation of proposals and the selection of Contractor(s) will be based on the information provided by the Proposer in its proposal. Ride Connection may give consideration to additional information if Ride Connection deems such information is relevant.

3.4 Evaluation Criteria

All complete submissions that meet the General Conditions will be evaluated. The evaluation will be based on a numerical rating system according to the following weighing of factors:

- Agency Profile, Description & Documentation (Section 6, 6.1)
- Service Proposal (Section 6, 6.2)
- Budget (Section 6, 6.5 Attachment B)
- Service Delivery Plan (Section 6, 6.6)
- Program Evaluation (Section 6, 6.7)
 - Transportation Program
 - Volunteer Program Evaluation

3.5 Submittal Deadline

Ride Connection will accept proposals submitted in response to this RFP until 4:00 PM, Pacific Time on Wednesday, May 31, 2017 (the “Submittal Deadline”)

3.6 Ride Connection Contact Person

Proposers and other interested parties may direct all questions or concerns regarding this RFP to the following Ride Connection contact (the “Ride Connection Contact”):

Dean Orr
Asset and Contracts Director
Email: dorr@rideconnection.org

Ride Connection instructs all proposers and interested parties to restrict all contact and questions regarding the RFP to written communications forwarded to the Ride

Connection Contact. Ride Connection Contact must receive all questions or concerns no later than Thursday, May 25, 2017.

It is Ride Connection's intent to respond to all appropriate questions and concerns as soon as practicable following the deadline for questions. Ride Connection's projected date to finish posting any questions and answers is, Friday, May 26, 2017 by 5:00 PM, Pacific Time. However, Ride Connection reserves the right to decline to respond to any question or concern.

SECTION 4: SPECIAL PROVISIONS

4.1 Contract Award

Ride Connection anticipates to award one (1) or multiple contract awards as a result of this RFP.

4.2 Term of Contract

The initial term of the resulting Agreement will be for one (1) two (2) year, and thereafter Ride Connection shall have the right, at its option, to renew the Agreement for up to two (2) additional renewal terms of one (1) year each.

4.3 Type of Contract

Payment will be based on actual costs. Ride Connection shall pay the Contractor(s), upon the submission of proper invoices, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Ride Connection shall pay the contractor within forty-five days (45 days) of the receipt of proper invoice.

Notwithstanding any other additional requirements of this contract, invoices shall contain the contract number; the date(s) goods or services were furnished, and an itemized breakdown of service provided and documentation explaining expenses.

4.4 Detailed Description of Supplies/Services

Proposers are cautioned that the item descriptions on the Budget spreadsheet are not intended as complete descriptions of the required supplies or services to be purchased under this solicitation. Each Proposer must consult the Specifications or Statement of Work sections of the solicitation document for complete descriptions of the required supplies or services.

4.5 Inclusion of costs

The line item proposal prices must include any incidental expenses including, but not limited to indirect costs, overhead, insurance, gas and other ordinary expenses or other incidental costs.

4.6 Notice of Award

A written notice of award or acceptance of a proposal from Ride Connection shall be furnished to the successful Contractor(s) within the time for acceptance specified in this proposal. Any work performed or expenses incurred by the Contractor(s) prior to the Contractor's receipt of Notice of Award shall be entirely at the Contractor's risk.

4.7 Time of Essence

Time is of the essence of this contract. Contractor's failure to deliver goods/services on time shall be a material breach of this contract. If Contractor fails to deliver goods/services on time, Ride Connection, at its discretion, may procure those goods/services from another source. If the price paid by Ride Connection for goods/services procured from another source under this paragraph is higher than the price under this contract, Contractor shall pay Ride Connection the difference between those prices. Ride Connection may deduct that difference from any amount Ride Connection owes Contractor.

4.8 Vehicle

A Ride Connection fleet vehicle has been designated for services included in this RFP except one (1), which is Lake Oswego Shuttle. There is a portion of preventative maintenance available for reimbursement for the Ride Connection owned vehicles. Vehicle(s) will remain available for use by Ride Connection at times vehicle is not being utilized for service.

SECTION 5: REQUIREMENTS

5.1 Introduction

Ride Connection, coordinates and supports special needs transportation services for older adults and persons with disabilities by contracting with public and non-profit agencies in Clackamas, Multnomah, and Washington Counties in Oregon.

The successful submitter(s) will enter into a contract with Ride Connection to provide service described in section 4.2, the Scope of Work.

5.2 General Service Overview

General guidelines for all services listed in RFP

- Provide a daily neighborhood circulator/shuttle service to and from shopping destinations, medical centers, meal sites, community centers and public transit centers, operating a minimum number of hours, Monday through Friday, to expand group and shared ride trip opportunities within the service area identified in each specific proposal.
- Must work with Ride Connection to ensure the process of customer intakes, referrals, trip documentation and scheduling will be accomplished in a manner that guarantees quality customer service and creates efficiencies utilizing processes that include the Ride Connection Service Center and RouteMatch software. Processes will promote ease of access for customers and one call service as outlined in the Coordinated Human Services Transportation Plan.
- Ride Connection will provide access, licensing and support for RouteMatch software.
- Must work cooperatively with Ride Connection staff, other service contractors and TriMet in efforts to implement a continuum of transportation service options to all customers.
- Provide a high level of personalized customer service.
- Maintain an operating base, including parking for a Ride Connection mini-bus assigned to this service.

- Promote the service under the RideAbout brand and coordinate outreach activities with Ride Connection Outreach staff. Ride Connection will produce and mail out a program Service Guide to customers who are newly enrolled in Ride Connection Service. Any additional promotional materials for program services will be provided by the awarded agency's shuttle program staff, but may be mailed in conjunction with the program Service Guide by Service Center staff. Program outreach should provide information about additional transportation options and connect customers with Ride Connection's continuum of transportation services.
- Outcomes of success will be measured on a cost per hour and number of passengers per hour.

5.3 Scope of Work for Services listed in RFP

SW and NW Downtown RideAbout

SW Downtown Service: Operates two days a week for sixteen hours total per week in Portland, south of Patton Rd and west of the Willamette River. Transportation is provided to local shopping centers, community centers and other destinations and activities in Southwest Portland as well as nearby areas of Beaverton. Customers call in to request trips and are scheduled to calendared trips. A calendar is produced monthly.

NW Downtown Service: Operates Monday every week for six hours to specific residential facilities in NW and SW downtown Portland. The shuttle is designed to provide local access to grocery shopping. The primary destinations of both service routes are the Stadium Fred Meyer on W. Burnside and the nearby Trader Joe store. Service may deviate to serve other residential buildings or individuals requesting return rides to local residences/destinations that occur within a reasonable distance of the primary service route and that can be scheduled within a timeframe that allows the primary service to remain on schedule. Riders are not required to call ahead to schedule a ride if they wish to board the vehicle at the stops designated on the schedule. The service follows a predetermined route with flexibility for customer's requested deviations.

Service must be provided to the general population of older adults (age 60 and over) and people with disabilities within the service area. The service must be provided without charge to the customers. Customers qualify by age or disability not specific income levels. Service may not be limited to individuals living in specific facilities or those receiving assistance from any agency.

A 14-passenger accessible minibus including preventive maintenance funding is available for assignment to a qualified agency in addition to the funds mentioned above.

Mid-Multnomah County RideAbout

The Mid-Multnomah County RideAbout shuttle operates five days per week, 8 hours per day. The service area is Multnomah County, Portland; west to NE/SE 82th Avenue; north to the Columbia River; east to NE/SE 162nd Avenue and south to the Clackamas County Border.

Service is provided in different geographic regions each day of the week. The shuttle is designed to provide local access to grocery shopping and recreational outings. A calendar is produced monthly and customers call in to schedule a ride. Service must be provided to the general population of older adults (age 60 and over) and people with disabilities within the service area. The service must be provided without charge to the customers. Customers qualify by age or disability not specific income levels.

A 14-passenger accessible minibus including preventive maintenance funding is available for assignment to a qualified agency in addition to the funds mentioned above.

N/NE RideAbout

The N/NE RideAbout provides service five days a week in north and northeast Multnomah county Portland.

Service must be provided to the general population of older adults (age 60 and over) and people with disabilities within the service area. The service must be provided without charge to the customers. Customers qualify by age or disability not specific income levels.

The service was designed and is described in three distinct services. Proposers can choose to bid on one or multiple portions of the service as described.

North RideAbout service: Operates Monday thru Friday 9:00-3:30 in North Portland, West of I-5 thru St. Johns. The shuttle is designed to provide local shopping trips and recreational outings. Trips are published monthly on a calendar that is mailed to interested residents and customers call into request a ride. Concierge service is provided for shopping trips two days per week, seven hours per day

A 14-passenger accessible minibus including preventive maintenance funding is available for assignment to a qualified agency in addition to the funds mentioned above.

North East RideAbout service: Operates Monday thru Friday 9:00-3:30 in North East Portland, North of Sandy Blvd. between 57th or Cully and I- 5. The shuttle is designed to provide local shopping trips and recreational outings for residents within the area of service. Trips are published monthly on a calendar that is mailed to interested residents and customers call into request a ride.

A 14-passenger accessible minibus including preventive maintenance funding is available for assignment to a qualified agency in addition to the funds mentioned above.

N/NE RideAbout supplemental service

The service operates Monday thru Friday 9:00 – 3:30. The service was designed to provide door to door service to the NW Multicultural Senior Center and other community centers in North and North East Multnomah county Portland as part of the overall N/NE RideAbout Service.

A 14-passenger accessible minibus including preventive maintenance funding is available for assignment to a qualified agency in addition to the funds mentioned above.

Lake Oswego Shuttle

The service operates Monday thru Friday 6:30 – 10:30 AM and 3:00-7:00 PM. This shuttle is designed to service customers along the highway 43 corridor where destinations are greater than ¼ mile from a transit stop. This includes key employment and residential communities such as Marylhurst University, Youth Villages Christie Care and Mary's Woods. Regular service is provided to and from these sites to Downtown Lake Oswego as well as the Oregon City Transit Center.

The service must be provided without charge to the customers. Customers qualify by age or disability not specific income levels. The funds available is for operations only. The proposal assumes the proposer would supply their own vehicle.

5.4 Contractor Standards

- Contractors must be in compliance with appropriate local, state, and federal licenses and certifications, and must be in compliance with all local, state, and federal regulations applicable to volunteer and non-volunteer transportation service. Contractors must be in possession of current appropriate local, state and federal licenses required by respective jurisdictions.
- Contractors must be in compliance with all local, state and federal transportation regulations and safety standards regarding passenger safety and comfort, including, but not limited to, drug and alcohol testing, proper equipment (including that necessary to transport customers using mobility devices), accessibility and maintenance.
- Contractors must be in compliance with the Americans with Disabilities Act (ADA).
- Contractors must meet and maintain local, state and federal standards for liability insurance.
- Contractors are required to treat every aspect of a transportation service as confidential, including the fact of eligibility and any or all information pertaining to the customer's physical or mental health status of condition.

5.5 Service Standards

- Transportation services must be provided to customers without regard to race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity or any other characteristic protected by law.
- Confidentiality regarding a customer's personal information must be maintained at all times.
- Procedures for service established by Ride Connection must be adhered to. Minimum standards of operation are detailed Ride Connection's Operations Manual for Transportation Managers.
- In addition to Provider's own safety procedures, Provider will implement and enforce all safety requirements that are determined to be applicable to performance of a contract by Ride Connection.

- Contractor must establish procedures for drivers to follow based on Ride Connection's Operation Manual for Transportation Managers and Ride Connection's Volunteer Manual.
- Required service documentation must be maintained. This documentation will include, but is not limited to, the following:

<u>Client Information</u>	<u>Trip Information</u>
Name	Date of Trip
Address	Time of Trip
Phone Number	Pick-up Point
Emergency Contact	Destination
Special needs	Special needs
Age and ethnic information	Trip purpose
ADA eligibility criteria (Y/N)	Mileage
ID Number (where applicable)	Driver hours (paid/volunteer)
Authorization Number, if needed	Volunteer hours (administrative/concierge)
	Service area – TriMet (in/out)
	other Transit Districts (in)

- Ride Connection must be notified immediately of any collisions or incidents related to transporting customers, including date, vehicle, driver, description of the incident, and names of all parties involved. A Ride Connection collision/incident form must be submitted within 24 hours of the incident. Copies of any law enforcement reports must also be provided to Ride Connection.
- Donations for using the service are encouraged. Client privacy with respect to his/her contribution must be protected by implementing procedures to safeguard privacy and account for all contributions made by customers. Such contributions must be used to expand the service for which the contribution was received. Provider reimbursement will be for the net amount of expenses minus donations. No eligible customer may be denied service because he/she will not or cannot contribute to the cost of the service.
- Customer assistance in boarding and exiting the vehicle must be provided. This assistance includes escorting customers to and from the vehicle.
- All service providers will participate in Ride Connection's safety and training program. This includes but is not limited to membership and regular attendance at the Quality Improvement Committee and Quarterly Contractor Meetings (QIC/QCM).
- Ride requests will come through the Ride Connection service center.
- Ride Connection will provide translation services for all telephone calls that are received or placed through the Ride Connection Service center, to meet the goals of the Ride Connection Limited English Proficiency (LEP) plan.

5.6 Vehicle Standards

The comfort and safety of customers must be provided. Proper vehicle care and maintenance includes, but is not limited to:

- Cleanliness of the vehicles.
- Smoke-free environment within the vehicles.
- Appropriate safety equipment for vehicles includes but is not limited to:

- First-Aid Kit
- UL approved Fire Extinguisher
- Collision Report Form
- Roadside reflective devices
- Flashlight
- Chains or other traction devices (when appropriate)
- Disposable gloves
- Body fluid clean-up kit
- Vehicles in good operating condition.
- Vehicles equipped with cellular phones or two-way radios.
- Mobility device securement locations inside vehicles designed to limit the movement of an occupied mobility device when the vehicle is in normal operation. Separate from the mobility device system, an occupant securement system consisting of a lap and shoulder belt must be provided.

A vehicle record file containing the following information must be maintained:
(Ride Connection Network vehicle records will be kept in Asset database
“ThingTech”)

- Vehicle maintenance schedule
- Maintenance records
- Maintenance receipts
- Description of maintenance completed
- Daily pre and post trip inspections
- Inventory of safety equipment
- Maintenance records for related safety equipment (i.e. fire extinguishers)
- Current insurance policy for auto liability insurance; and
- Annual vehicle inspection reports

A preventative maintenance schedule must be followed. The schedule will include but is not limited to:

- Pre-and Post-Trip inspections
- Mandatory reporting of mechanical defects and body damage.
- Regular, consistent preventive maintenance; which incorporates, at minimum, the schedule recommended by the vehicle manufacturer.
- Long term and complete maintenance record keeping, coordinated with Ride Connection.
- Driver orientation and training in vehicle care.

Ride Connection reserves the right to conduct an inspection at any time of any vehicles being used for this service. Such inspections may either be conducted at the Provider's facility or some other agreed upon location. The Provider must make the vehicle available for inspection at no cost to Ride Connection. Any inspection is solely for Ride Connection's own purpose and will in no way diminish the sole responsibility of the Provider to operate and maintain a safe fleet of vehicles.

Vehicles will comply with minimum standards detailed in Ride Connection's Operation Manual for Transportation Managers.

5.7 Driver Standards

All drivers will be well informed of their responsibilities and provided with orientation and training. This will include, but not be limited to:

- Orientation of the program, job description, reporting forms, vehicle operation, and the geographic area in which they will be providing service.
- Road testing with the type of vehicle the driver will be operating.
- Training in bodily fluid clean-up procedures.
- Completion of a certified defensive driving course within 6 months of hire.
- Training in approved course of passenger mobility and assistance techniques within 6 months of hire.
- Training in customer service is recommended within 6 months of hire.
- Training in First Aid, cardiopulmonary resuscitation is recommended within 6 months of hire.
- Briefing about changes in the transportation program, reporting forms and vehicle operation through regular communication through safety meetings, newsletter, etc.
- Evaluating each driver's performance on at least an annual basis including on-board evaluation of actual practice and general knowledge of the job. The results of these evaluations should be documented.
- Documentation which records dates and types of training completed for all drivers must be maintained.

Selection of drivers must include:

- Documented approval of the driver by Ride Connection prior to transporting passengers.
- Verification that the driver has an appropriate and valid Oregon or Washington Driver's license.
- Verification that the driver has had no more than two traffic violations and/or preventable accidents within the past three years.
- A criminal background check based on Ride Connection criteria (available upon request). This may also include fingerprinting.
- Verification that the driver is physically capable of safely driving. This verification should be made in the form of a medical statement or other form of creditable verification.
- Assurance that vehicle drivers are reliable and able to drive safely.
- Drivers must maintain a courteous and polite manner in all dealings with the public and must be sensitive to the needs of people using the Provider's transportation services including people with disabilities, people of all sexual orientations, cultural and racial minorities, older persons, children and persons with major illnesses and/or who are medically fragile.
- Verification that drivers are trained to use any special equipment installed on the vehicles such as wheelchair lifts, use and securement of mobility devices, child car seat use and securement, and two-way radios and/or cellular telephones.

Drivers must be compliant with all minimum standards detailed in Ride Connection's Operation Manual for Transportation Managers.

5.8 Insurance Requirements

- Providers providing transportation services under an agreement with Ride Connection must purchase and maintain insurance required by Ride Connection, unless otherwise specified in the contract.
- Policies must be purchased only from companies that are authorized to do business in Oregon, unless Provider is adequately self-insured.
- Providers must furnish acceptable certificates of insurance to Ride Connection at the time of application and thereafter upon renewal.
- Provider must indemnify Ride Connection for any liability or damages that Ride Connection might incur due to Provider's failure to purchase or maintain any required insurance.
- Provider must pay all premiums and deductibles required to provide the following:
 - Oregon statutory Workers' Compensation and \$500,000.00 Employer's Liability Coverage.
 - Broad form comprehensive General Liability Coverage, \$1,000,000.00 combined single limit bodily injury and property damage.
 - Automobile bodily injury and property damage liability insurance covering all motor vehicles providing service under the agreement, whether owned, non-owned, leased, or hired, with not less than the following limits:
 - Bodily injury: \$1,000,000.00 per person; \$1,000,000.00 per occurrence; and
 - Property Damage: \$1,000,000.00 per occurrence
- Provider must pay all deductibles for vehicles insured under Ride Connection's policy
- The insurance must:
 - Include Ride Connection, TriMet, ODOT, and their directors, officers, representatives, agents, and employees as additional insureds with respect to work or operations connected with the contract. Auto insurance must include Ride Connection, and TriMet as additional insured;
 - Require the insurer to give Ride Connection not less than ten (10) days notice prior to termination or cancellation of coverage; and include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection may be called in to contribute to payment for a loss.

SECTION 6: SUBMITTERS RESPONSE

Only proposers capable of compliance with all of the requirements in section 5, should submit responses to this RFP.

6.1 Agency Profile

(One for each service proposing to operate)

Name of Transportation Provider:	Contact Person:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Website:	Email:

6.2 Service Proposing to Operate

- Lake Oswego Shuttle (operations only)
- Mid-Multnomah County RideAbout
- NE RideAbout
- N/NE RideAbout Supplemental Service
- North RideAbout
- SW and NW Downtown RideAbout

6.3 Agency Description

Briefly describe agency purpose.

(One for each service proposing to operate)

6.4 Agency Documentation

(One for each service proposing to operate)

Provide:

- 1) Date of organization as a public institution
- 2) Federal tax identification number, or a copy of a 501(c) 3 and non-profit status letter as documentation of agency status.
- 3) Current Agency financial Audit or Financial Statement
- 4) Current organizational chart
- 5) Current Certificates of Insurance or Proof of Government Self-Insurance
- 6) Current list of Governing Board Members and Terms
- 7) Current List of Advisory Council Members and Terms (as applicable)

6.5 Budget Information

Provide budget information for **each** proposed Service you are proposing to operate, on the Excel spreadsheet provided. There is a separate tab for every Service on the RFP.

6.6 Service Delivery Plan

(One for each service proposing to operate)

All submitters must provide a service delivery plan which details how Ride Connection funds will be used to provide transportation services described in the Scope of Work. Build upon the program's overview, objectives and specific goals listed in items 5.2 and 5.3 in Section 5. Submitters are encouraged to ask questions in order to clarify Scope of Work detail and to add their own (noted) suggestions and recommendations.

(answer for each service proposing to operate)

6.7 Program Evaluation

All proposers must provide answers to the following (maximum of two pages in length):

- Please provide a short description of your transportation program which should include ridership goals.
- How will you incorporate the service(s) you are proposing to operate into your transportation program? (answer for each service proposing to operate)
- How many paid drivers do you manage?
- How will Ride Connection owned vehicle be utilized during non-RideAbout times?
- How will you support the service when it falls outside of your normal business hours (Saturday)? (answer for each service proposing to operate)
- Do you have an established volunteer program? If so, please provide a short description.
- How many volunteers do you currently manage?
- Do you plan to incorporate volunteers to help support the service you are proposing to operate, and if so, how would you coordinate this? (answer for each service proposing to operate)
- Please explain how you will operationalize an equity lens to meaningfully advance diversity, equity and inclusion in agency operations.

6.8 Certification

I certify that the information provided in the Submitter Response is true and correct to the best of my knowledge. Furthermore, if awarded a contract, I certify that the agency will follow the guidelines detailed in this RFP.

Signature: _____

Name: _____

Title: _____

Date: _____

FEDERAL CLAUSES

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Charter Bus Requirements

These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23

U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements

School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities.

Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA’s School Bus laws and regulations, FTA may: (1) Require

the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Energy Conservation

All Contracts except micro-purchases (\$3,500 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.

Clean Water

Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, 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.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000

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 \$150,000 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 (\$3,500 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee 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.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee 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)1, 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 \$150,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee 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.

4. Where a purchaser which is an FTA recipient or a subgrantee 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.

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

6. 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).

Federal Changes

All Contracts except micro-purchases (\$3,500 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

Applicability – All contracts over \$150,000.

- 1) 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 that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C.6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Contract Work Hours & Safety Standards Act

Applicability – Contracts over \$150,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 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.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (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 para. (1) of this section.

(3) 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.

(4) 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 (\$3,500 or less, except for construction contracts over \$2,000)

(1) 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.

(2) 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 (\$3,500 or less, except for construction contracts over \$2,000)

(1) 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.

(2) 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.

(3) 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.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

a. 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.

b. 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 effected 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.

c. 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.

d. 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.

e. 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.

f. 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 or if the 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. 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.

g. 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 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.

i. 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. The 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.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state 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)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations

at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the

U.S. GSA "System for Award Management,"

<http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

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 (\$3,500 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.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing.

Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,
- c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The

Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

(c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a),

(b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle

Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20

U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49

U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621

– 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) 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, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with

the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) 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 individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) 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 individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy

Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$150,000

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. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of 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 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 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 thereunder, except as may be specifically agreed in writing.

Transit Employee Protective Provisions

Contracts for transit operations except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c)

It will follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and

(e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),

(b) Follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit

Law,” 29 C.F.R. part 215, except as

U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will 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 (b) FTA reserves the right to make other exceptions as it deems appropriate.

Disadvantaged Business Enterprise

Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs

- a. 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.

- b. The contractor shall not discriminate on the basis of race, color, religion, 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)).

- c. 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.

d. 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.

e. 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.

f. 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.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,500 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.

Drug and Alcohol Abuse and Testing

Operational service contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace.

U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug- Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Other Federal Requirements

The following requirements are not federal clauses.

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 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed.

Reg.1455 etseq., 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

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 the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

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, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, 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

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

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.

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

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

Non Federal entities that expend \$750,000 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" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). 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 the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State

Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not 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.

Safe Operation of Motor Vehicles

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

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

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

Nonurbanized Area Formula (Section 5311) is 20.509. 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," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) 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.

SAMPLE CONTRACT

CONTRACT AGREEMENT BETWEEN RIDE CONNECTION INC. AND Agency TO DISBURSE FTA 5310 FUNDS

PARTIES:

1. The Ride Connection, Inc. ("Ride Connection" or "Recipient")
2. Agency ("Subrecipient")

RECITALS:

- A. In the reauthorization of the Transportation Bill (MAP-21) signed into law on July 6, 2012, federal funding was established for programs that meet the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs.
- B. Ride Connection is a pass-through recipient of these funds through an agreement with TriMet.
- C. Pursuant to federal requirements, a selection process has been conducted and subcontractor was selected for project through this process.
- D. ODOT has made FTA 5310 funds available to TriMet.
- E. Ride Connection and Subrecipient enter into this Subrecipient agreement for the purpose of disbursing the FTA 5310 funds to Subrecipient for Subrecipient's accomplishment of the Project.

AGREEMENTS:

1. General

A. This Agreement consists of this document and other documents referenced herein. Subrecipient shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (1) the terms and conditions applicable to a "**Recipient**" set forth in the Grant Agreement/Contract No. Enter # ("Grant") between Ride Connection and TriMet; (2) OMB Circular 2 CFR 200 (3) FTA Master Agreement, (4) Annual Certifications and Assurances, (5) FTA C 9070.1G.

B. Subrecipient agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or amended from time to time. Subrecipient further agrees to execute the funded activities described in Exhibit A, in accordance with the terms of those requirements, as they may be amended during the term of this Agreement. This Agreement is subject to any amendments required as a result of agreement between TriMet and Ride Connection, and shall be amended to incorporate those changes.

C. Subrecipient agrees that Ride Connection rights of audit and review under Paragraph 2 of this Agreement specifically include Subrecipient's financial records, management and program systems and

any associated records. Subrecipient shall comply with any monitoring and audit requirements established by Ride Connection pertaining to this Agreement.

D. Subrecipient shall not enter into subcontracts for performance of work under this Agreement except as may be specifically authorized by this Agreement in the attached and incorporated Exhibit A. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient agrees that any subcontractor performing services under this Agreement shall comply with the requirements of this Agreement including FTA third-party agreement contract provisions and requirements, as may be amended, and shall enter into a written agreement with each subcontractor requiring the incorporation of those requirements as applicable to each tier.

(1) Subrecipient 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 CFR Part 31, apply to its actions pertaining to the work under this Agreement. Upon execution of this Agreement, Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement. In addition to other penalties that may be applicable, Subrecipient 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 Subrecipient to the extent the Federal Government deems appropriate.

(2) Subrecipient 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 an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Subrecipient, to the extent the Federal Government deems appropriate.

(3) Subrecipient agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

E. Subrecipient and Ride Connection acknowledge and agree that notwithstanding any concurrence by TriMet in or approval of the solicitation or award of this Agreement, absent the express written consent by TriMet, TriMet is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, Ride Connection or any other party (whether or not a party to this Agreement or any Agreement awarded pursuant hereto) pertaining to any matter resulting from this Agreement.

F. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Subrecipient is required to verify that none of Subrecipient, 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. By signing this Agreement, Subrecipient makes a material representation of fact relied upon by Ride Connection that Subrecipient has complied with 49 CFR Part 29. If it is later determined that Subrecipient knowingly rendered an erroneous representation of compliance with 49 CFR Part 29, in addition to and without limitation of the remedies available to Ride Connection, TriMet and the Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. In addition, Subrecipient is required to comply with 49 CFR 29, Subpart C throughout the term of this Agreement, and must include the requirement to comply with 49 CFR Part 29, Subpart C in any lower tier covered transaction it enters into.

G. The Lobbying Certificate attached hereto as Exhibit C, and the Non-Discrimination Assurance set forth as Exhibit D, are incorporated into and made part of this Agreement.

2. Inspection of Records and Services

A. Subrecipient shall maintain intact and readily accessible a complete set of records relating to this Agreement for six (6) years after the date of transmission of the final expenditure report for the Project or if expiration is later, upon expiration of the Agreement, including but not limited to all data, documents, reports, records, contracts and supporting materials as the Federal government, TriMet or Ride Connection may require. Subrecipient shall permit Ride Connection, TriMet, or the Secretary of State of the State of Oregon, the U.S. Department of Transportation, and the Comptroller General of the United States, and all of their respective authorized representatives, to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this Agreement until the expiration of six (6) years after the date of transmission of the final expenditure report for the Project or expiration of the Agreement, if expiration is later. Upon request by Ride Connection, Subrecipient shall provide Ride Connection access to and shall provide a copy of records maintained by Subrecipient under this Agreement.

B. Subrecipient shall follow the requirements stated in the Single Audit Act, 31 U.S.C. 7501 et seq. If Subrecipient expends Federal funds in excess of \$750,000 from all sources in its fiscal year, Subrecipient is subject to audit conducted in accordance with OMB Circular 2 CFR 200, Audits of States, Local governments, Non-profit Institutions. Subrecipient shall, at Subrecipient's own expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, an annual audit covering the funds expended under this Agreement and shall submit the annual audit of any subcontractor of Subrecipient responsible for the financial management of funds received under this Agreement.

C. Subrecipient shall at Subrecipient's expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, a copy of any annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement that is performed due to state law or regulation or conducted as an independent activity. Subrecipient shall also at its expense, submit to Ride Connection at the foregoing address, a copy of the management letter that accompanies an annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement.

D. Subrecipient further agrees to include in any third party contract under this Agreement a provision to the effect that the contractor must retain and grant Ride Connection, TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their authorized representatives access to all books, documents, papers and records directly pertinent to the contract, for the purpose of making audit, examination, excerpts and transcriptions, until the expiration of six (6) years (three years for federal retention requirements and an additional three years for state retention requirements) after final payment under the contract or expiration of the contract if expiration is later.

E. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between Ride Connection and Subrecipient, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals and exceptions have been resolved. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.

F. The foregoing provisions are in addition to and not in lieu of any other applicable federal or state laws, regulations, rules, circulars or directives. Subrecipient agrees to include in any third party

contract under this Agreement a provision to this effect.

3. Reporting Requirements

Subrecipient shall submit monthly reports to Ride Connection ~~XXXXXXXXXX~~, 9955 NE Glisan St, Portland, Oregon 972220. Monthly reports shall be due on the 5th day of the end of the month.

Reports shall include complete information required by FTA Circular 5010.1C, Chapter 1, Section (5) Reporting Requirements, particularly the status of grant activity line items, budget and schedule changes, milestone revisions or cost variances, outstanding claims, change orders and other information that the circular may require. Ride Connection may require additional reporting information from the Subrecipient.

4. Withholding of Funds

Ride Connection may withhold payment of funds if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Subrecipient's performance. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require Ride Connection to reimburse funds to TriMet or otherwise incur costs from TriMet withholding of funds, hold harmless and indemnify Ride Connection for an amount equal to the funds required to be repaid or withheld plus any additional costs or expenses incurred by Ride Connection.

5. Independent Contractor/Indemnification

A. Subrecipient is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient shall have sole control and supervision over the manner in which services are performed, subject only to consistency with the terms of this Agreement. Neither Subrecipient, nor its officers, directors, employees, subcontractors or drivers, are officers, employees or agents of Ride Connection as those terms are used in ORS 30.265. Subrecipient, its directors, officers, employees, subcontractors or drivers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of Ride Connection for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

B. Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, Subrecipient agrees to fully indemnify, hold harmless and defend the State of Oregon, TriMet, Ride Connection and their directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising out of the activities of Subrecipient, its officers, employees or agents under this Agreement.

C. Subrecipient agrees to include in any third party contract under this Agreement a provision to the effect that the contractor shall fully indemnify, hold harmless and defend the State of Oregon, TriMet, Ride Connection, and their directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigations and defense thereof, including reasonable attorney fees, resulting from or arising out of the activities of such subcontractor, its officers, employees or agents under the contract between Subrecipient and such subcontractor procured pursuant to this Agreement.

D. Subrecipient shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, TriMet, or Ride Connection, not purport to act as legal representative of same, without the

prior written consent of the Oregon Attorney General, TriMet or Ride Connection.

6. Workers Compensation

Subrecipient, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or employers that are exempt under ORS 656.126(2).

7. Insurance

A. While this Agreement is in effect, Subrecipient agrees that it shall require any subcontractors it uses to agree to comply with the insurance requirements provided below. Prior to commencement of work under this Agreement, Subrecipient shall furnish to Ride Connection a certificate(s) of insurance executed by a duly authorized representative of each insurer showing compliance with the insurance requirements below. Failure of Ride Connection to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Ride Connection to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subrecipient's obligation to require such insurance from its subcontractors.

B. Subrecipient's subcontractors shall be responsible for payment of all premiums and deductibles. Insurance shall be maintained of the types and in the amounts described below:

- (1) Commercial General Liability (CGL) Insurance with a limit of not less than \$2,000,000 each occurrence.
- (2) Business Auto Liability Insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).
- (3) Workers Compensation and Employer's Liability Insurance. The employer's liability limit shall not be less than \$1,000,000 each accident for bodily injury by an accident and \$1,000,000 each employee for bodily injury by disease. The workers compensation limit shall be equivalent to or better than the Oregon statutory limits.
- (5) The insurance required under this Paragraph shall:

Include Ride Connection, TriMet, the State of Oregon, the Federal Transit Administration, and each of their respective directors, officers, agents, and employees as additional insureds with respect to work or operations connected with the Agreement, and

Require the insurer to give Ride Connection and the Subrecipient not less than thirty (30) days notice prior to termination or cancellation of coverage.

8. Termination

Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by Ride Connection, under any of the following conditions:

A. Subrecipient fails to provide services called for by this Agreement within the time specified

herein or any extension thereof;

B. Subrecipient fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;

C. Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;

D. Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;

E. Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or

F. Subrecipient takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

9. Compliance with Laws

Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations applicable to the project hereunder.

10. Funding

Subrecipient shall submit monthly invoices to Ride Connection for project expenses incurred. The maximum funding to be disbursed to Subrecipient is \$XXXX.

11. Term

This Agreement shall begin on Month Day, Year and shall remain in effect through Month Day, Year unless terminated sooner under the provisions of this Agreement.

12. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

Ride Connection:

Contact Name
Ride Connection
9955 NE Glisan St.
Portland, OR 97220

Subrecipient:

Contact Name
Agency or Company Name
Address
City, State Zip

13. No Third Party Beneficiary

Ride Connection and Subrecipient are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

14. Assignment

Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of Ride Connection. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by Ride Connection.

15. Jurisdiction

This Agreement shall be governed by the laws of the State of Oregon, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon and the venue of the Multnomah County Circuit Court.

16. Mediation

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

17. Entire Agreement/Authority

This Agreement and the Attachments constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of Ride Connection to enforce any provision of this Agreement shall not constitute a waiver by Ride Connection of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

18. CERTIFICATE OF OREGON TAX LAW COMPLIANCE (06/03)

By execution of this contract, Contractor certifies under penalty of perjury as provided in ORS 305.385(6), that it is, to the best of its knowledge, not in violation of any Oregon tax law. For purposes of this certification, "Oregon Tax Laws" are ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); the Elderly Rental Assistance Program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.

APPROVALS:

Ride Connection, Inc.

Agency or Company Name

EXHIBIT B

A. FUNDING INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) 2 CFR 200..

This agreement is financed by the funding source indicated below:

Federal Program or Title: _____

Federal Catalogue (CFDA) Number and Name: _____

Federal Award Identification Number (FAIN) _____

Subrecipient DUNS Number: _____

Expected Federal Funding: _____

Federal Award Date (Date TriMet Awarded Funds): _____

Award R&D? (Yes/No): _____

Indirect Cost Rate or De Minimis: _____

Federal Funding Agency (Or Other Pass Through Agency If Different):

U.S. Department of Transportation

U.S. Department of Transportation

Federal Transit Administration

Federal Transit Administration

1200 New Jersey Ave, SE

Region X Suite 3142

4th & 5th Floors - East Building

Federal Building

Washington, DC 20590

915 Second Avenue

Seattle, WA 98174

EXHIBIT C

AGENCY/COMPANY Contract #XXXXXX
Lobbying Certificate

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with **THIS** Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) **The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGENCY/COMPANY.

Signature: _____
Name:(print) _____
Title: _____
Date: _____

NOTE: CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT D

Nondiscrimination Assurance

Subrecipient certifies compliance with the following nondiscrimination requirements:

Nondiscrimination

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Subrecipient assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Subrecipient retains ownership or possession of the project property, whichever is longer, the Subrecipient assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Subrecipient assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any Subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.
- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA

may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

Subrecipient acknowledges that it is subject to the requirements of FTA Circular 4702.1A “*Title VI and Title VI-Dependent Guidelines for FTA Recipients*” as a Subrecipient of federal funds under this Agreement. Further, Subrecipient shall provide Title VI compliance information and measures as may be determined by Ride Connection pursuant to the Circular.

Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Subrecipient assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Subrecipient assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

DBE

Subrecipient will comply with the applicable provisions of 49 CFR Part 26 related to Disadvantaged Business Enterprises and report quarterly to TriMet. This Agreement includes the following assurance by Subrecipient, and each contract Subrecipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contract, Subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Ride Connection deems appropriate.

EXHIBIT E
Contract No. XXXXX

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements (“Certifications and Assurances”) and Federal Transit Administration Master Agreement (“Master Agreement”)

Provider and Provider’s Subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at <https://cms.fta.dot.gov/funding/grantee-resources/certifications-and-assurances/fiscal-year-2017-annual-list-certifications>. The Certifications and Assurances, including as they may be changed during the term of this Agreement, ar by this reference incorporated herein.

Provider must submit to Ride Connection on or before July 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by either (1) printing the form available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>, completing the form and sending it to Ride Connection.

Provider shall comply with the following provisions and require in its subagreements that the subcontractors comply with each of the following provisions as if the subcontractors were Provider:

Provider agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from Ride Connection or by calling the State at (503) 986-3300, or at <http://fta.dot.gov/documents/21-Master.pdf> . Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and thee grant Funds being disbursed to Provider under this Agreement:

1. Provider shall comply with Title VI of the Civil Rights Act of 1964 and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Provider shall exclude no person on the grounds of race, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Provider will report to Ride Connection on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Provider shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Provider shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Provider shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Provider’s DBE program, if applicable, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to Ride Connection of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)