

Request for Proposals (RFP) for an Out-of-Town & Out-of-County Demand-Response Transportation Provider

RFP release date:

Proposals due: October 28th, 2025

Please submit proposals by email: jeffrey.adams@transylvaniacounty.org

Estimated term of contract: January 2026 through December 2028, with opportunity to renew for an additional 1-year renewal term.

I. SUMMARY

Transylvania County hereby issues this Request for Proposals (RFP) in order to solicit proposals from individuals, firms, and teams with experience in providing operation and management support in Demand Response services for rural communities.

Transylvania County's Transportation in Motion (TIMs) seeks assistance in serving the outlying areas of Transylvania County, with daily Demand Response service to Out-of-Town Transylvania County trips and Out-of-County Buncombe or Henderson County trips, as shown on Exhibit A-Service Area Map, on an as needed basis. TIMs currently provides over 20,000 trips annually through its Demand Response service, sub-contracting just over 2,000 of those trips out to a vendor for Out-of-Town and Out-of-County trips. This RFP seeks to replace that vendor, who has ceased local operations.

II. RFP SCHEDULE

Consideration of the responses will be governed by the following schedule, which is subject to revision by Transylvania County:

Distribution Requests for Proposals (referred to further herein also as "solicitation") will be forwarded to respondent(s) and firms who have indicated an interest in participating in this project or who have displayed evidence of expertise in providing transportation services. The solicitation is posted on Transylvania County's website at www.transylvaniacounty.org.

Questions and Inquiries: Questions and inquiries must be submitted in writing by email to Jeff Adams at jeffrey.adams@transylvaniacounty.org on or before this date, October 22, 2025.

Question Responses: All questions and answers will be posted on the following webpage for all interested parties to view: www.transylvaniacounty.org.

Submittals due: responses to this request must be submitted via email to jeffrey.adams@transylvaniacounty.org, no later than 5:00 PM Eastern time, October 28th 2025.

Negotiation: This project is funded with braided funding, including state and federal grant dollars and local contributions. Following submission of proposals, Transylvania County reserves the right to negotiate with bidders based on their submitted pricing schedule. Submittal bids will be valid for 150 days after receipt by Transylvania County. Contract award will be made to the responsible firm or firms with the most advantageous proposal(s), taking into account price and other factors identified in this RFP.

Recommendation and Authorization: following review and scoring of responses, project staff will prepare a recommendation to proceed to contract with one (or more) of the respondent(s). Transylvania County staff will seek approval from the Transylvania County Board of Commissioners to proceed to contract with selected respondent(s), and such approval is a precondition of award.

Contract Execution: Transylvania County staff will begin contract negotiations with selected respondent(s). Transylvania County may contract with one (or more) respondent(s) to complete the entire scope of work. Should a contract acceptable to Transylvania County not be reached following negotiations with the initially selected respondent(s), Transylvania County reserves the right to discontinue negotiations and enter into contract negotiations with the next suitable respondent(s), in its discretion.

III. INTRODUCTION

Transylvania County currently provides transportation services through its Transylvania in Motion (TIMs) Transylvania County Transportation system. TIMs directly operates a fleet of vans that serves the In-Town areas of the County, surrounding the City of Brevard and Town of Rosman (shown as IT on Exhibit A) through In-Town (IT) Demand Response and Fixed Route services, operating from 8AM to 5PM, Monday through Friday, with the exception of holidays. TIMs also offers Out-of-Town (OT) and Out-of-County Demand Response service to Buncombe and Henderson Counties (shown as OT on Exhibit A), through a sub-contracted service, extending the Service Area of Transylvania in Motion to that shown as SA on Exhibit A.

The Transportation Advisory Board (TAB), a citizen-led advisory board, with representation from partner agencies and transit-related providers monitors the transportation services of the county and offers recommendations to the Board of Commissioners on Transylvania County Transportation services.

IV. SCOPE OF WORK

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

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

Background

Transylvania County is seeking proposals from qualified transit operators (from herein known as 'Contractor') to provide curb-to-curb on demand or pre-scheduled Demand Response transit service in the Out-of-Town (OT) region of Transylvania County, through its Demand Response program. The Contractor will work with Transylvania in Motion staff in the daily operations and scheduling of trips.

Service Area

Contractor will provide trips that originate and terminate in the OT service area as shown in Exhibit A. The OT service area include those outlying areas of Transylvania County, falling approximately three miles beyond the city limits of the IT service area of the City of Brevard and Town of Rosman, stretching along the Highway 64 corridor. All trips must originate within the geographic boundaries of Transylvania County and may travel to Buncombe or Henderson for qualified trips before returning to terminate within Transylvania County.

Rider Eligibility

Demand Response is primarily open to Transylvania County residents over 18 years of age traveling to or from medical appointments within the defined Service Area (identified as SA in Exhibit A). Trips to non-medical appointments or other essential needs will be secondarily considered by the Contractor, as long these trips do not interrupt the Contractor's ability to serve the primary needs.

Access to the service is to be administered by TIMs staff. Transportation services will be open to the general public under the Community Transportation Rural Formula grant program (5311), which provides access to medical, shopping, and other services for the general public, and the Enhanced Mobility of Seniors and Individuals with Disabilities grant program (5310) for operating services for those with a physical or mental disability or over 65 years of age.

Transylvania in Motion will manage an active passenger list throughout the duration of the project. This list will include instructions for clients who are authorized to access federal and state supported programs, which may include subsidized rates for elderly or disabled clients, or other qualifying programs. The Contractor will verify with TIMs regarding rider credentials before any rides are provided.

Service Schedule

Proposals shall include pricing to provide service during the timeframes listed below using the format displayed in Appendix B. The contract resulting from this RFP may not include service for all the timeframes listed, may include a combination of timeframes, or may include modified timeframes. Transylvania County will determine the contracted level of service after considering the proposals submitted and budgetary impacts.

Schedule/Pricing:

Core Timeframes Desired Range of Operations:

Weekdays, Monday – Friday

- 6 am - 8:30 am (Opening Range)
- 5:00 pm – 6:30 pm (Closing Range)

Alternative Timeframes for Consideration:

Sundays

- 6am – 6pm
- 6pm- 10pm

Weekdays Monday – Friday

- 8:30am -5:30pm

Saturdays

- 6am-6pm
- 8:30am-5:30pm
- 5:30pm-11:30pm

Transylvania County reserves the right to adjust the proposed schedule based on the level of passenger demand. Transylvania County will provide Contractor 30 days' notice in the event of a schedule change.

Vehicles

Respondents shall describe their capabilities to own (or lease¹), operate, maintain, and support the fleet for the OT Demand Response transit program. The vehicles used for this service shall be owned (or leased), operated, and maintained in safe operating condition by the Contractor. Respondents shall provide a complete listing including make, model, and year of vehicles intended to be used for this service. Please describe vehicle graphics if applicable. Contractor shall describe fleet management plan including spare vehicles, vehicle maintenance, ability to assure service continuity in the event of vehicle accident or major maintenance, and ability to provide additional vehicle(s) at Transylvania County's request, in the event of higher-than-expected ridership. If the Contractor intends to acquire new vehicles for this service, the proposer should provide detailed specifications of the proposed vehicles. Capital expenses (such as vehicle acquisition costs) are not eligible for reimbursement through this program.

The preliminary operating plan assumes a minimum of two vehicles will be required for service. The Contractor shall speak to the availability of wheelchair-accessible vehicles in their operating plan. Contractor shall provide a preliminary operating plan to be approved by Transylvania County prior to contract start date.

Maintenance

The Contractor must state where their operations and maintenance facility will be located. All maintenance, repairs, vehicle fueling and cleaning shall be the responsibility of the Contractor.

Respondents shall describe:

- Location of operations and maintenance facilities.
- How the Contractor will ensure that the vehicle fleet is reliable and well-maintained.
- How emergency calls and/or emergency repairs will be handled.
- Describe Contractor maintenance programs, policies and procedures including intervals for planned and preventive maintenance activities.
- Contractor shall make available to Transylvania County detailed records of maintenance performed on all vehicles at Transylvania County's request.
- Describe Contractor capabilities to perform vehicle body work including collision repair, painting, and window/windshield repair or replacement.
- Contractor shall provide a Vehicle Maintenance/Cleaning Procedure Plan to be approved by Transylvania County prior to contract start date.

Operations Management and Supervision Plan

The Contractor is expected to monitor operations at all times. Proactive operations

management is a key element of maintaining reliable service. Contractor shall provide a Management and Supervision Plan to be approved by the County prior to contract start date.

Respondent shall describe:

- How services will be managed.
- Organizational structure and provide an organizational chart.
- How the Contractor proposes to supervise operations on a daily basis.
- How the Contractor will assure a sufficient number of drivers on a daily basis.
- How the Contractor will address and report on customer feedback and complaints.

Timeline

Upon awarding of funds, provide a timeline for project implementation.

Communication, Marketing, and Outreach

Marketing and outreach are a critical component to maintaining a successful transit service. The Contractor will work in coordination with the County and TAB, on a marketing and media plan to engage existing and new riders.

Transylvania in Motion operates a Transportation page and provides information related to transit operations, such as, how to use the service, customer policies and procedures, service delays and disruptions and other information of value to customers and the public.

The Contractor's proposal should provide a description of their organizational structure including a list of the designated staff responsible for communication and oversight on this project, along with a budget for the expected costs of this aspect of the work.

Fare Collection

The Contractor will administer revenue collections. Transylvania County may subsidize service for eligible riders through grant funds. In most cases, the contractor will collect a fare from passengers. There may be some exceptions for passengers who are authorized discounts due to external partner financial contributions. For example, the County currently has a Silver Squirrel program, through a local grant, that provides subsidized rides to those qualifying under the program's eligibility requirements. OT Demand Response fares collected shall be retained by the contractor and be considered as payment toward the cost of the services provided to Transylvania

County.

If an electronic/mobile fare collection were to be used, it should be stated in the RFP. The RFP should also spell out how cash fares will be handled by the contractor. Please explain experience with handling fare collection.

Reservation and Scheduling Process

Transylvania in Motion currently utilizes CTS TripMaster software to schedule transit operations for OT Demand service. Passengers currently call Transylvania in Motion operators one day in advance for In-County trips and three days in advance to schedule Out-of-County trips (currently limited to one vehicle trip per day). Transylvania in Motion provides a daily manifest to the Contractor by 3 pm of the day prior to operations.

The County asks Contractors to describe their approach for trip reservations and scheduling and will require both technological-based software programs and traditional methods such as phone calls.

Respondents who currently utilize transportation software systems are preferred.

Respondents shall describe their approach to the following customer-facing functionalities:

- What customer-facing reservation software do you use?
- How the reservation process will distinguish and schedule accordingly for customers who require wheelchair-accessible vehicles or accommodate for riders requiring door to door service.
- Explain process for utilizing discounts or credits to specified customers.
- What are the call center hours of operation for customer service, reservations, dispatch?
- How can customers check the status of their reservation?
- When a rider makes a trip request, are they given a specific pick-up time? Or a pick-up window? If so, what is the window of time?
- How are unexpected changes (weather, maintenance, etc.) communicated to the rider?
- Explain rider accessibility features such as, large font, language translation, TTY for deaf and hard of hearing, for example.
- Describe how you would gather data regarding trip purpose from service users, for use in service prioritization and aggregated data analysis.
- Explain any other customer facing functionalities your service offers that are not previously listed.

Operating Functionalities

Respondents shall use this space to describe their operating functionalities or other means used to deliver on demand and pre-scheduled transit service for the OT Demand Response program. Characteristics may include but are not limited to:

- Rider wait-time policy
- Rider No-show policy
- Rider subscription services
- Driver itineraries/manifest
- Experience with and policy for managing drug and alcohol testing
- Training for providing transit services for persons with disabilities
- Do you have drivers available to work these service hours or do you plan to hire more for this service?
- Fare validation logs or ability to see if the customer has paid fare prior to boarding
- Maintenance checks and logs
- Driver/dispatch communication system
- Performance monitoring
- Real-time Tracking/Automatic Vehicle Locators
- Route Optimization
- On board payment processing
- Ability to gather and track ridership data such as reason for trip
- Explain any other operational functionalities your service plans to offer that are not previously listed.

Customer Payment System

Payment system must accommodate multiple methods of payment for passengers including cash, card, and tickets.

Please explain the methods for addressing the following items:

- Ability to process cashless payments in person, online, or through smartphone technology.
- Ability to accommodate cash payments.
- Ability to securely store credit or debit card information for return customers.
- Explain method for applying discounts or credits to authorized

passengers.

- Explaining method for tracking financial transactions.

Emergencies and Cancellations

Due to unforeseen or causes reasonably outside their control, OT Demand Response customers may need to adjust/cancel their trip reservations or make same day requests. Please explain your methods and capabilities for addressing the following items:

- Ability to provide an emergency ride home to a customer who needs to suddenly depart their destination sooner than expected.
- Ability to provide a ride to a customer who is requesting a same day trip.
- Explain your cancelation and no-show policy.

Dispatch

Contractor shall provide OT Demand Response dispatch service for drivers, troubleshooting and customer service as needed. OT Demand Response dispatch is responsible for notifying and confirming with customers their upcoming pick-up times. Dispatch must also work with drivers to record and report any no-shows to the County.

Drivers

The selected Contractor will be responsible for hiring, training and supervising employees. The Contractor is an independent Contractor, and will be fully responsible for all local, State, and Federal labor requirements related to compensation, insurance, taxes, etc.

It is the responsibility of the Contractor to assure that all drivers possess an appropriate driver's license authorizing them to transport passengers.

Explain the Contractor's processes for overseeing the items above and practices for drug and alcohol testing as required by the Federal Transit Administration.

Reporting

Contractors are required to report to the County on a weekly basis. The County requires weekly trips, miles and hours reporting for each daily manifest distributed to the Contractor. The County reserves the right to audit records at any time.

- The Contractor shall provide their preferred data sharing method, and their

ability to work with County Transportation reporting software, including their ability to work with County scheduling software and devices, when applicable.

- Contractor shall provide financial reports including details on operational expenses and revenues.
- Data Sharing and documentation on trip details including, fare information including customer name, trip origin, trip destination, type of trip, level of mobility, date and time and length of trip with passenger loaded, seat capacity and on-time performance.
- Data sharing and records of missed or no-show trips, and on time performance. Customer complaints or issues including details on how those were addressed.
- Data sharing and reports on unfulfilled ride requests at the event of a trip denial, driver no show, including time of day, day of week, and origin and destination.
- Submission of documentation regarding non-cash transactions, ride credits or discounts used by customers, monitoring riders to confirm eligibility, and providing technology to process credit card transactions.
- Reports on vehicle maintenance and mileage.
- All accidents and passenger incidents must be reported to the County within 24 hours. Accidents involving personal injury and/or significant property damage must be reported immediately to appropriate emergency agencies and Transylvania County. These reports must include management actions taken and the disposition of the incident.
- Other reporting as necessary or required by Transylvania Count. The County reserves the right to audit records at any time.

V. GENERAL INSTRUCTIONS

Questions - Questions regarding this solicitation should be submitted on or before the date listed above via email to: jeff.adams@transylvaniacounty.org

Project Direction – Jeff Adams, Transportation Director, will be responsible for providing direction to the selected respondent(s).

Signatory Requirements - Responses must be signed by a duly authorized official of the respondent. Consortiums, joint ventures, or teams submitting responses will not be considered responsive unless it is established that all contractual responsibility to Transylvania County with regard to the project shall rest solely with one contractor or legal entity, which shall not be a subsidiary or affiliate with limited resources. Each response should indicate the entity responsible for execution on behalf of the team.

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

Required Elements in Response:

Firms, teams, or individuals responding to this solicitation shall provide the following information in their response:

Contact Information - Respondent's name, address, telephone number, [Unique Entity ID](#) and e mail address of the individual to contact regarding the submittal. Statement of interest in performing the scope of services for this RFP. Identification of whether the prime respondent is certified as a Disadvantaged Business Enterprise (DBE), or indication as to the Respondent's goals for DBE participation, if any.

Qualifications and Experience of the Respondent(s) - Respondents shall describe projects and experience of the past three years relevant to the scope of services described in Section IV, Scope of Work, above. Respondents should place particular emphasis on projects for which key staff to be assigned to this project have either been primarily responsible or have performed substantial work.

Approach and Technology - Respondents shall identify their approach to meeting the service schedule with maximum efficiency. Identify the method for scheduling and planning demand response trips and any technology involved. Respondents shall explain how they will screen eligible rides, administer fares and apply discounts to applicable passengers.

References - Respondents shall submit names, addresses, and phone numbers of three references familiar with the Respondent's ability, experience, and reliability in the

performance and management of projects of a similar nature. Briefly summarize the project for which a reference is provided.

Cost Information - Respondents shall provide cost information as requested in Exhibit B.

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

Capacity - Rider demand may increase during the course of this scope of work timeframe. Respondents shall explain how they could scale the project up to meet potential increased demand and what the cost will be.

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

Commercial General Liability - \$2,000,000

Automobile and Uninsured and Underinsured Motorist - \$1,000,000

Workers' Compensation: Statutory

Transylvania County, its officers, and employees are to be named as additional insured under both the Contractor's General Liability and Automobile Liability policies, subject to an endorsement in form satisfactory to Transylvania County that preserves the defenses of governmental immunity available to Transylvania County, NC under NC General Statutes as it now exists and as it may be amended from time to time. Said insurance will be required to be maintained in full force and effect during the term of the contract.

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

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

Selection Process

Transylvania County will establish a proposal review team to review the responses to

this solicitation received no later than 5:00 PM Eastern time on or before October 28th, 2025. After the review of responses, oral interviews of the most qualified respondent(s) may be conducted at the discretion of the review team. Transylvania County staff will recommend a respondent or respondents to the Transylvania County Board of Commissioners. Upon Board approval, the selected respondent(s) will be notified and negotiations for a contract to provide services will commence.

VI. EVALUATION CRITERIA

Evaluations of proposals will be based on the following criteria up to 42 points, with an extra 3 used to evaluate finalist's references:

Experience

Respondents will be evaluated on their experience with federal funding, years of transportation experience, and driver policies and procedures, including drug/alcohol screening and background checks. (6 points)

Capability - Respondents will be evaluated with respect to the experience of the respondent(s) and personnel assigned to oversee the project both in terms of past efforts in this type of work and the quality and level of commitment to this project. This will also evaluate the vehicle types and capabilities, ability to meet core hours of operation or alternative timeframes, insurance, maintenance procedures, marketing experience, and ability to complete required reports. (16 points)

Approach and Technology – Respondents will be evaluated on their approach and technological ability to handle the Fare Collection, Reservation and Scheduling, and Customer Payment processes outlined above. (18 points)

Cost Information - Likely project cost, using the format in Appendix B will be considered in the selection. (2 points)

The review committee will review references for finalists - Information provided by respondent's references addressing the knowledge, skills, abilities and performance of the respondent to complete the work outlined below will be included in the staff evaluation of the response. (3 points)

VII. SPECIAL CONDITIONS

Federal, State and Local Requirements, Reservations and Special Conditions - The respondent should review the Special Conditions and Terms in the Federal and State requirements. The respondent should note any elements/reservations, special conditions, constraints, and exclusions related to the terms of this solicitation. Failure

to comply with the Federal and State requirements may result in termination of the contract with the selected respondent.

ARPA Terms and Conditions Highlights:

- Adopt and enforce policies that ban text messaging while driving.
- Adopt and enforce on-the-job seat belt policies and programs for employees.
- Establish workplace safety policies to decrease accidents caused by distracted drivers.
- Initiate reasonable steps to ensure that persons with Limited English Proficiency have meaningful access to services. Including but not limited to considering the need for language services.
- Maintain a complaint log and inform Transylvania County of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based upon the complaint, pending or completed, including outcome.
- Records shall be maintained by Recipient for a period of five (5) years.

Rejection Rights - All respondents are notified that the execution of a contract pursuant to this solicitation is dependent upon approval by Transylvania County. Transylvania County reserves the right to reject all responses and re-solicit if deemed by Transylvania County to be in its best interests, and to abandon the project and this RFP at any time for any or no reason. Selection of a respondent or respondents is also conditioned on the negotiation of an acceptable contract.

Other Conditions, Reservation of Rights - This is a solicitation and not an offer to contract. The provisions in this solicitation and any procurement or purchasing policies or procedures of Transylvania County are solely for the fiscal responsibility of Transylvania County and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. Transylvania County reserves the right to issue clarifications and other directives concerning this solicitation, to make and issue modifications to the solicitation schedule; to require clarification or further information with respect to any response or proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any respondent. In no event shall any form of contract submitted by a respondent, or otherwise attached or included with a respondent's proposal, be binding upon Transylvania County.

Federal & State Requirements:

ACCESS TO RECORDS AND REPORTS

1. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

CHARTER SERVICE

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

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

CIVIL RIGHTS LAWS AND REGULATIONS

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

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

b) **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

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

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.

§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

Clean Air Act

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

Federal Water Pollution Control Act

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

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

Compliance with the Contract Work Hours and Safety Standards Act.

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

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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

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

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

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

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

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

FLY AMERICA

a) Definitions. As used in this clause—

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

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

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

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

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

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

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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

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

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

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

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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

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

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

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

1.U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2.Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

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

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

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

SCHOOL BUS OPERATIONS

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

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

If Contractor violates this School Bus Agreement, FTA may:

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

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

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

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

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

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

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

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

TERMINATION

Termination for Convenience (General Provision)

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

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

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

Opportunity to Cure (General Provision)

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

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

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

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

Termination for Default (Transportation Services)

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

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

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

Termination for Default (Construction)

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

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

Termination for Convenience or Default (Architect and Engineering)

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

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

Termination for Convenience or Default (Cost-Type Contracts)

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

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with

the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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

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

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

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

Name of Bidder/Company Name: _____

Type or print name: _____

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

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

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

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

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

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

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

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

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

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

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

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

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

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

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

Certification

Contractor: _____

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

Name and Title of Contractor's Authorized Official: _____

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

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

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

Period of Performance - Performance of the contract resulting from this solicitation will commence on or about January 1, 2026. The initial term of the work to be performed will terminate December 31, 2028. Transylvania County will have an option to renew upon availability of funding and based on renewal terms mutually agreed upon by the parties.

Statement of Financial Assistance – This procurement is subject to a financial assistance contract, and to the conditions and the terms of said contract, between the State and the Federal Transit Administration. All vendors are required to review and acknowledge understanding of the funding terms and conditions as outlined in the Funding Terms and Conditions attachment, posted www.transylvaniacounty.org next to the RFP.

¹ Leased vehicles shall only be vehicles leased on terms no less than 24 months in length, under which the lessee/operator is obliged to regularly maintain the vehicle, and may have the option to buy out the vehicle at the expiration of the lease.

Exhibit A – Service Area Map

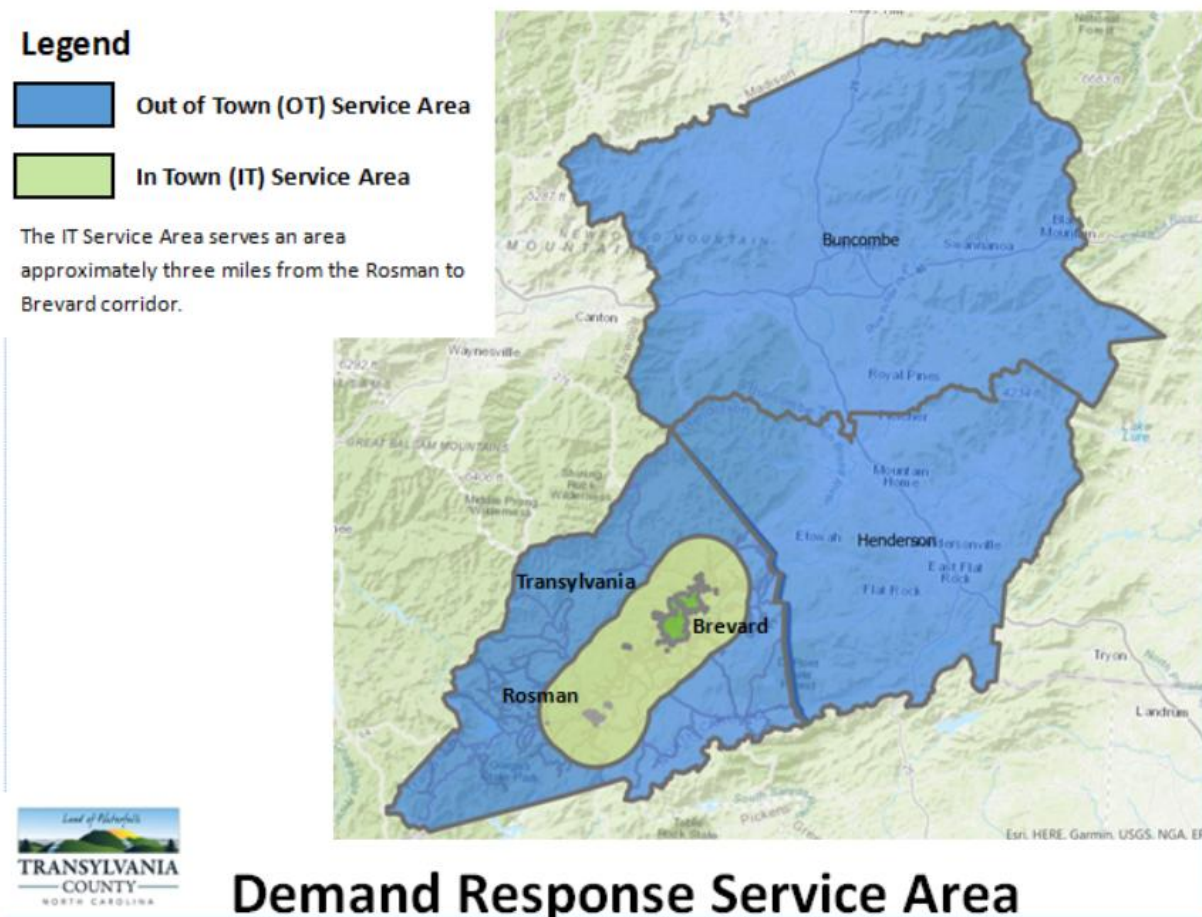


Exhibit B – PROPOSAL PRICING

PROPOSAL PRICING SUBMITTAL FORM

The Contractor shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Proposal all necessary labor, services, transportation, equipment, materials, apparatus, information, data, freight and other items necessary to provide the demand response transit service in accordance with the Scope of Work as described in Section IV. The Services will also include procuring and furnishing all approvals and authorizations, permits,

and certificates and policies of insurance as specified herein necessary to complete the Project.

Description of Services	Type of Vehicles	Number of Vehicles	Passenger Capacity	Cost Per Hour	Estimated Annual Hours	All inclusive Annual Fee
Core Timeframes Desired:						
Monday – Friday						
6am-8:30am						
5:00pm – 6:30pm						
Alternative Timeframes for Consideration:						
Sundays						
6am- 6pm						
6pm-10pm						
Saturdays						
6am – 6pm						
6pm – 10pm						
10:00pm- 11:30pm						
Total annual amount for all timeframes listed above:						

The contract resulting from this RFP may not include service for all of the timeframes listed, may include a combination of timeframes, or may include modified timeframes. Transylvania County will determine the contracted level of service after considering the proposals submitted and budgetary impacts.

Please note, a signed contract and an approved purchase order will be the documents that authorize service to begin.

Name of Company:

Authorized Signature:

Date:
