



A REQUEST FOR PROPOSALS (RFP)
for
380Express Bus Service
The East Central Iowa Council of Governments (ECICOG)

May 2025

EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS
700 Sixteenth Street, Suite 301
Cedar Rapids, Iowa 52402

TABLE OF CONTENTS

I. INSTRUCTIONS FOR SUBMITTALS OF PROPOSALS.....	1
1 SUMMARY.....	1
2 RFP SCHEDULE	1
3 GENERAL INSTRUCTIONS	2
4 REQUIRED ELEMENTS IN RESPONSE AND RESPONSE FORMAT	3
5 SELECTION PROCESS	4
6 EVALUATION CRITERIA	5
7 SPECIAL CONDITIONS	5
 II. PROJECT DESCRIPTION.....	 8
1 INTRODUCTION.....	8
2 OPERATING PLAN	8
3 VEHICLES	9
4 CONCEPTUAL SERVICE SCHEDULE	9
5 IRXB PARKING	12
6 RIDERSHIP.....	12
7 AUTOMATIC VEHICLE LOCATION / COMPUTER AIDED DISPATCH (AVL/CAD)	12
8 MARKETING/OUTREACH	12
9 FARES AND REVENUE	12
10 MANAGEMENT AND OVERSIGHT.....	13
 III. SCOPE OF SERVICES/RFP RESPONSE REQUIREMENTS	 14
1 OWNERSHIP, OPERATION, AND EQUIPMENT OF BUS FLEET.....	14
2 OPERATIONS AND MANAGEMENT OF SERVICE	15
3 MAINTENANCE AND REPAIR OF VEHICLES	18
4 TRAINING, SAFETY, AND SUPERVISION.....	18
5 INSURANCE AND LIABILITY	19
6 FINANCIAL ADMINISTRATION AND BILLING	19
7 FARE COLLECTION AND REVENUE HANDLING.....	20
8 ON-BOARD VIDEO SURVEILLANCE.....	20
9 REPORTING.....	20
10 PRICE PROPOSAL	21
11 INCENTIVES AND DISINCENTIVES.....	23
12 DBE REQUIREMENTS.....	23
13 SUSPENSION OF SERVICE	23
14 TERMINATION OF CONTRACT	23

Attachment A: Federal, State, and Local Requirements	23
Attachment B: Certifications	43
Attachment C: Service Standards	47
Attachment D: Incentive and Disincentives	49
Attachment E: Price Proposal Form	50
Attachment F: Required Submittals and Evaluation Form	51

I. INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS

1 SUMMARY

- 1.1. The East Central Iowa Council of Governments (ECICOG) hereby issues this Request for Proposals (RFP) in order to solicit proposals from individuals, firms, and teams with experience in providing regional commuter express bus service.

2 RFP SCHEDULE

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

Milestone	Details	Date
Distribution	RFP (referred to further herein also as "solicitation") will be forwarded to respondent(s) and contractors who have indicated an interest in participating in this project or who have displayed evidence of expertise in regional commuter express bus services. The solicitation is also posted on ECICOG's website at www.ecicog.org	May 2nd
Questions and Inquiries	Questions and inquiries must be submitted via email to Brock Grenis at brock.grenis@ecicog.org on or before this date.	May 22, 2025
Question Responses	All questions and answers will be posted on the following webpage for all interested parties to view: www.ecicog.org/IRXB-rfp	May 27, 2025
Submittals Due	Responses to this request must be submitted digitally (in PDF format) and received at the following secure email address no later than 5:00 PM Central time: brock.grenis@ecicog.org Please identify the name of the solicitation in the subject line of your digital response.	June 13, 2025
Interviews	Interviews, if required, will be scheduled by this date. Notification of selection for an interview will be given on or before June 24, 2025.	June 27, 2023

Recommendation and Authorization	Following review and scoring of responses, ECICOG staff will prepare a recommendation to proceed to contract with one (or more) of the respondent(s). ECICOG staff will seek approval from ECICOG's Executive Committee to proceed to contract with selected respondent(s).	July 31, 2025
Contract Execution	ECICOG staff will begin contract negotiations with selected respondent(s). ECICOG may contract with one (or more) respondent(s) to complete the entire scope of work.	August 1, 2025

3 GENERAL INSTRUCTIONS

- 3.1. **Questions** - Questions regarding this solicitation should be submitted on or before the date listed above via email to: brock.grenis@ecicog.org
- 3.2. **Project Direction** - Brock Grenis; Transit Administrator/Planner will be responsible for providing direction to the selected respondent(s).
- 3.3. **Signatory Requirements** - Responses must be signed by a duly authorized official of the respondent. Consortiums, joint ventures, or teams submitting responses will not be considered responsive unless it is established that all contractual responsibility to ECICOG with regard to the project shall rest solely with one Contractor or legal entity, which shall not be a subsidiary or affiliate with limited resources. Each response should indicate the entity responsible for execution on behalf of the team. In addition to electronic submittal, please submit one original copy of RFP with required signatures by 1:00 PM Central Time on June 13, 2025 to:

**ECICOG Attn: Brock Grenis
16th Street NE Suite 301
Cedar Rapids, IA 524502**

- 3.4. **Responses to RFP** - All responses to this solicitation become the property of ECICOG upon receipt and will not be returned to the respondent. Selection or rejection will not affect this right. ECICOG 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.

4 REQUIRED ELEMENTS IN RESPONSE AND RESPONSE FORMAT

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

- 4.1. **Cover Letter** - Respondents should submit a cover letter expressing their interest in the project. The letter must contain, at a minimum, the following information:
 - 4.1.1 Statement of interest referencing commuter bus service.
 - 4.1.2 Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
 - 4.1.3 Respondent's name, address, telephone number, fax number and e-mail address of the individual to contact regarding the submittal.
 - 4.1.4 An authorized principal or partner of a contractor shall sign the letter.
 - 4.1.5 Identification of whether the prime respondent is certified as a Disadvantage Business Enterprise (DBE), or indication as to the Respondent's goals for DBE participation, if any.
- 4.2. **Qualifications and Experience of the Respondent(s)** - Respondents shall describe projects and experience of the past three years relevant to the draft scope of services described in Section III, Project Description. 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. Description should include length of contract, value of contract, and number of buses operated. If subcontractors are to be used, the means by which these firms will participate must be specified and their experience and credentials presented in this section. Respondents must meet requirements in Section III, Scope of Services, related to DBE requirements.
- 4.3. **Qualifications and Experience of Key Staff** - Respondents shall identify the key individuals to be assigned to this project (by name and position) and describe the work tasks assigned to each individual. The respondent must also provide experience summaries of these key individuals, describing for each individual their previous experience on similar projects in similar roles, their educational background, and their length of tenure with the contracting agency. Resumes of these key individuals may also be included.
- 4.4. **References** - Respondents shall submit names, addresses, and phone numbers of references familiar with the Respondent's ability, experience, and reliability in the performance and management of projects of a similar nature. Briefly summarize the project for which a reference is provided.
- 4.5. **Pricing Information** - Respondents shall provide pricing information as requested in Section II, Project Description and Attachment E.

- 4.6. **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 sub-contractor of respondent to procure and maintain the minimum insurance coverages listed below:

Vendor shall insure all services funded under this contract with the following minimum coverage:

- Commercial Liability - \$1,000,000
- Uninsured and Underinsured Motorist - \$1,000,000

- 4.6.1 ECICOG, its officers, and employees are to be named as additional insured under both the Contractor's General Liability and Automobile Liability policies. Said insurance will be required to be maintained in full force and effect during the term of the contract.
- 4.6.2 All insurance policies required hereunder shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against ECICOG its agencies, institutions, organizations, officers, agents, employees and volunteers.
- 4.6.3 The foregoing insurance types, limits, and coverages may be modified only with the express written consent of ECICOG and shall be subject to additional terms and conditions of any contract awarded pursuant to this RFP.

- 4.7. **Reservations and Special Conditions** - The respondent should review the Special Conditions in Section 7 below, and the Federal and State Requirements in Attachment A. The respondent should note any elements/reservations, special conditions, constraints, and exclusions related to the terms of this solicitation. Failure to comply with the requirements in Attachment A may result in termination of the contract with the selected respondent.

5 SELECTION PROCESS

ECICOG will establish a proposal review team to review the responses to this solicitation received no later than June 24, 2025. After the review of responses, oral interviews of the most qualified respondent(s) may be conducted at the discretion of the review team. ECICOG staff will recommend a respondent or respondents to the Executive Committee of ECICOG on or before July 31, 2025. Upon Executive Committee approval, the selected respondent(s) will be notified and negotiations for a contract to provide services will commence.

6 EVALUATION CRITERIA

Evaluation of proposals will be based on the following criteria (up to 100 points):

- 6.1. **Experience and Capability** - Respondents will be evaluated with respect to the experience of the respondent(s). Respondents should submit information that documents: a) years of experience; b) list of contracts including length and value of contracts; c) list of contracts that have not been renewed in the last three years; d) financial audits from the last three years. **(25 points)**
- 6.2. **Experience and Qualifications of Proposed Staff** - The expertise, qualifications and background of proposed personnel assigned to the project both in terms of past efforts in this type of work and the quality and level of commitment to this project will be a key element of the evaluation. Of prime concern will be the capabilities and accomplishments of the individuals to be assigned to this particular project. **(25 points)**
- 6.3. **Responsiveness to Project Scope** - Adequate answers and information pertaining to each item identified as part of the Scope of Services in Section III. Respondents will be evaluated based on information they provide to adequately demonstrate how they will meet the requirements set forth in the Scope of Services section. **(15 points)**
- 6.4. **Cost Information** - Primary consideration will be given to the total three-year base cost on the Price Proposal Form (Attachment E). Options and unit operating costs will also be reviewed and considered in the selection, however, they will not be the primary determining factor. **(15 points)**
- 6.5. **References** - Information provided by respondents' references addressing the knowledge, skills, abilities and performance of the respondent to complete the work outlined below will be included in the staff evaluation of the response. **(10 points)**
- 6.6. **Other** - Other factors that may be determined by ECICOG to be necessary or appropriate in its discretion; this may include presentations by respondents if they are invited to present after preliminary scoring of proposals is complete. **(10 points)**

7 SPECIAL CONDITIONS

- 7.1. **Rejection Rights** - All respondents are notified that the execution of a

contract pursuant to this solicitation is dependent upon approval by ECICOG. ECICOG reserves the right to reject all responses and re-solicit if deemed by ECICOG 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.

- 7.2. **Reservation of Rights** - This is a solicitation and not an offer to contract. The provisions in this solicitation and any procurement, purchasing policies or procedures of ECICOG are solely for the fiscal responsibility of ECICOG and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. ECICOG 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.
- 7.3. **Costs of Response Preparation and Other Charges** - Respondents are solely responsible for all costs of preparing their proposals and participating in this solicitation and ECICOG assumes no responsibility for payment of any expenses incurred by a respondent as part of this process. For the selected Contractor, no reimbursement will be made by ECICOG for any costs incurred prior to full execution of a contract and issuance of written notice by ECICOG to commence project services.
- 7.4. **Conflict of Interest** - Respondents shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of respondent's obligations in this project. Respondents shall acknowledge that with respect to any subsequent contract, even the appearance of a conflict of interest is harmful to ECICOG's interests. Absent ECICOG'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 ECICOG. If a conflict or appearance of conflict exists, or if respondent is uncertain whether a conflict or the appearance of a conflict of interest exists, respondent shall submit to ECICOG a disclosure statement setting forth the relevant details for ECICOG's consideration. Failure to promptly submit a disclosure statement or to follow ECICOG's direction in regard to the apparent conflict constitutes a breach of contract.
- 7.5. **Federal, State and Local Requirements** - The selected respondent

shall be responsible, at all times during the execution of the project, for strictly adhering to and complying with all applicable federal and state laws and regulations, including but not limited to those set forth in Attachment A. Respondent further acknowledges and agrees that it shall comply with all terms and conditions set forth in a “Purchase of Transit Service Contract” developed by ECICOG.

- 7.6. **Suspension and Debarment** - By submitting a proposal in response to this solicitation, the respondent represents its organization and its principals are not suspended or debarred per federal requirements.
- 7.7. **Period of Performance** - Performance of the contract resulting from this solicitation will commence on or about (October 1, 2025). The initial term of the work to be performed is for thirty-two month period (ending June 30, 2028). ECICOG will have an option to renew for two (2) additional one-year terms, upon renewal terms mutually agreed upon by the parties.
- 7.8. **Service Standards** - ECICOG has developed a set of service standards identifying and defining expected performance levels for the 380Express service (Attachment C). The Contractor is responsible for adhering to these service standards in addition to incentives and disincentives included in Attachment D.

II. PROJECT DESCRIPTION

1 INTRODUCTION

The East Central Iowa Council of Governments (ECICOG) is an intergovernmental council established in 1973 under Chapter 28E and provided for under Chapter 28H of the Code of Iowa. Governed by a board of directors comprised of elected officials and private citizens, ECICOG was created to promote regional cooperation and to provide professional planning services to local governments in Benton, Cedar, Iowa, Johnson, Jones, Linn, Tama, and Washington counties (all services are not offered in all counties). ECICOG is recognized by the Iowa DOT as a regional public transit system in these counties, branded as CorridorRides.

ECICOG is positioned to address public transportation issues that require a regional perspective to meet the transportation needs of the area.

In consultation with Iowa DOT the 380Express bus service was launched in the fall of 2018 as a means to alleviate traffic and congestion associated with the reconstruction of the I-80/I-380 interchange. Since that time the 380Express service has been in operation for commuters along the I-380 Corridor. The original contractor (Windstar Lines, Inc.) was selected in a 2018 procurement process.

The 380Express service connects Cedar Rapids, Coralville and Iowa City. The service will operate between downtown Cedar Rapids and downtown Iowa City using I-380 and I-80. The service includes five southbound stops and four northbound stops. **Figure 1** on shows the alignment.

Table 1: 380Express Stops by Direction

Southbound Stops	Northbound Stops
Cedar Rapids Ground Transportation	Court Street Transportation Center
Cedar Rapids Lot 44	Coralville Intermodal Center
Kirkwood Community College	Kirkwood Community College
West Campus Transportation Center	Cedar Rapids Ground Transportation
Court Street Transportation Center	

2 OPERATING PLAN

380Express service will operate Monday through Friday. Morning peak period service will have southbound departures at 30 minute intervals from 5:22 AM to 8:22 AM. Afternoon peak period service will have departures at 30 minute intervals from 2:43 PM to 5:43 PM. The mid-day and evening service will operate at 60 minute intervals.

3 VEHICLES

The Contractor shall operate the service with Contractor provided buses - preferably over-the-road coaches of similar capacity.

While no requirement for alternative fueled vehicles is contained in this RFP, the contractor shall be amenable to consider alternative/renewable fueled vehicles if an opportunity arises to procure such vehicles.

4 SERVICE SCHEDULE

Figure 2 on page 11, shall be used as the base service schedule, developed with an assumption of four operating buses. The schedule provides a recommended layover at each terminus of approximately 11 to 12 minutes allowing for variances in the schedule. The Contractor should review the schedule and indicate in the proposal if they intend to refine the schedule to adhere with operations.

ECICOG reserves the right to adjust the proposed schedule based on actual level of passenger demand. ECICOG will provide contractor 90 days' notice in the event of a schedule change. The Contractor will be expected to provide data and input on any proposed changes to the service schedule.

Figure 1: Route Alignment and Stops

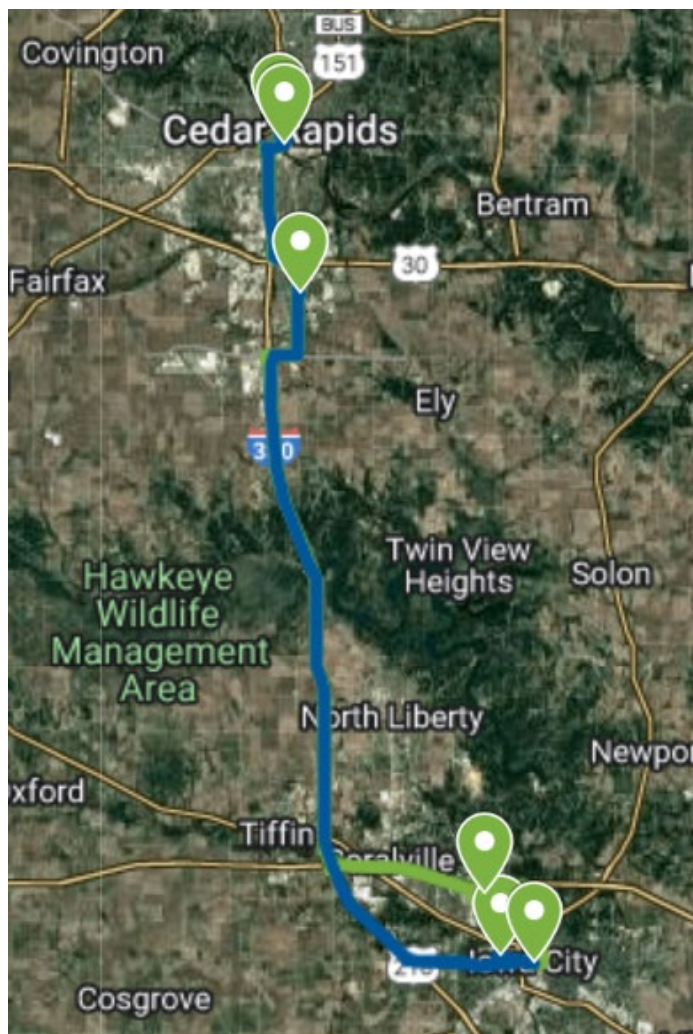


Figure 2: Service Schedule

Depart Cedar Rapids GTC	Cedar Rapids Lot 44	Kirkwood College	University Hospital (WCTC)	Iowa City Court Street Center	Coralville Intermodal	Kirkwood College	Arrive Cedar Rapids GTC
Monday through Friday							
4:52 AM	4:54 AM	5:05 AM	5:38 AM	5:49 AM	6:01 AM	6:27 AM	6:40 AM
5:22 AM	5:24 AM	5:35 AM	6:08 AM	6:19 AM	6:31 AM	6:57 AM	7:10 AM
5:52 AM	5:54 AM	6:05 AM	6:38 AM	6:49 AM	7:01 AM	7:27 AM	7:40 AM
6:22 AM	6:24 AM	6:35 AM	7:08 AM	7:19 AM	7:31 AM	7:57 AM	8:10 AM
6:52 AM	6:54 AM	7:05 AM	7:38 AM	7:49 AM	8:01 AM	8:27 AM	8:40 AM
7:22 AM	7:24 AM	7:35 AM	8:08 AM	8:19 AM	8:31 AM	8:57 AM	9:10 AM
7:52 AM	7:54 AM	8:05 AM	8:38 AM	8:49 AM	9:01 AM	9:27 AM	9:40 AM
8:22 AM	8:24 AM	8:35 AM	9:08 AM	9:19 AM	9:31 AM	9:57 AM	10:10 AM
9:22 AM	9:24 AM	9:35 AM	10:08 AM	10:19 AM	10:31 AM	10:57 AM	11:10 AM
10:22 AM	10:24 AM	10:35 AM	11:08 AM	11:19 AM	11:31 AM	11:57 AM	12:10 PM
11:22 AM	11:24 AM	11:35 AM	12:08 PM	12:19 PM	12:31 PM	12:57 PM	1:10 PM
Depart Cedar Rapids GTC	Kirkwood College	Coralville Intermodal	Iowa City Court Street Center	University Hospital (WCTC)	Kirkwood College	Cedar Rapids Lot 44	Arrive Cedar Rapids GTC
Monday through Friday							
1:13 PM	1:25 PM	1:51 PM	2:04 PM	2:15 PM	2:48 PM	2:59 PM	3:02 PM
2:13 PM	2:25 PM	2:51 PM	3:04 PM	3:15 PM	3:48 PM	3:59 PM	4:02 PM
2:43 PM	2:55 PM	3:21 PM	3:34 PM	3:45 PM	4:18 PM	4:29 PM	4:32 PM
3:13 PM	3:25 PM	3:51 PM	4:04 PM	4:15 PM	4:48 PM	4:59 PM	5:02 PM
3:43 PM	3:55 PM	4:21 PM	4:34 PM	4:45 PM	5:18 PM	5:29 PM	5:32 PM
4:13 PM	4:25 PM	4:51 PM	5:04 PM	5:15 PM	5:48 PM	5:59 PM	6:02 PM
4:43 PM	4:55 PM	5:21 PM	5:34 PM	5:45 PM	6:18 PM	6:29 PM	6:32 PM
5:13 PM	5:25 PM	5:51 PM	6:04 PM	6:15 PM	6:48 PM	6:59 PM	7:02 PM
5:43 PM	5:55 PM	6:21 PM	6:34 PM	6:45 PM	7:18 PM	7:29 PM	7:32 PM
6:13 PM	6:25 PM	6:51 PM	7:04 PM	7:15 PM	7:48 PM	7:59 PM	8:02 PM
7:13 PM	7:25 PM	7:51 PM	8:04 PM	8:15 PM	8:48 PM	8:59 PM	9:02 PM

5 380EXPRESS PARKING

The 380Express will utilize park-and-rides at the Cedar Rapids Lot 44, Kirkwood Community College, Coralville Intermodal Facility and the Iowa City Court Street Transportation Center stops, via access agreements arranged by ECICOG.

6 RIDERSHIP

The 380Express service will serve approximately 400 weekday passenger trips per day, with seasonal fluctuations that increase following the academic school schedules, and decrease in summer months.

7 AUTOMATIC VEHICLE LOCATION / COMPUTER AIDED DISPATCH (AVL/CAD)

Contractor will be responsible for owning and maintaining an AVL/CAD system license that, at a minimum, will provide real time location and tracking of all buses in operation. AVL data shall also incorporate with General Transit Feed Specifications (GTFS) to potentially be used by 3rd party public transit applications.

8 MARKETING/OUTREACH

Marketing and outreach is a critical component of developing a successful transit service. The purpose of outreach for the 380Express service is to change commuting behaviors by educating the public about the benefits of alternative commuting options. The Contractor will be expected to cooperate with ECICOG in marketing and promoting the service. The Contractor will create and maintain a dedicated 380Express website capable of providing real time information through a link with the AVL/CAD system, notifications about service delays and closures, and customer service inquiries. Contractor will also be responsible for managing social media relating to the 380Express, and cooperate with ECICOG for any marketing campaigns that utilize social media.

9 FARES AND REVENUE

The base fare is \$3.50 per one-way trip. While it is anticipated that most riders will pay fares through pre-paid mobile ticketing mechanisms such as monthly passes and employer-based passes, some customers will continue to pay cash for individual rides. The Contractor must have a process for handling and reconciling cash fares that is approved by ECICOG.

Fare Type	1-Way Fare
Adult Base Fare	\$3.50
Reduced Fare (seniors and elderly)	\$1.75
Prepaid Multiple Ride Pass	\$3.15

10 MANAGEMENT AND OVERSIGHT

The implementation of the 380Express will involve an active partnership between ECICOG, the Iowa DOT and local transit agencies, including Cedar Rapids Transit, Coralville Transit, CAMBUS and Iowa City Transit. ECICOG will be the lead agency and will be responsible for managing the contract for the transit service Contractor, executing and managing the agreements for the park and ride access agreements as well as coordination with the local partners. ECICOG, in consultation with the Iowa DOT, will select and enter into a contract with the Contractor to operate the 380Express service. The contract will include all costs the Contractor will incur for operating the service and fulfilling the requirements of this RFP.

III. SCOPE OF SERVICES/RFP RESPONSE REQUIREMENTS

1 OWNERSHIP, OPERATION, AND EQUIPMENT OF BUS FLEET

- 1.1. ECICOG does not wish to own, maintain, license or insure vehicles. Respondents shall describe their capabilities to own, operate, maintain, and support the bus fleet for the service. Respondents shall provide a complete listing including make, model and year, of vehicles intended to be used for this service. If the Contractor intends to acquire new vehicles for this service, the proposer should provide detailed specifications of the proposed vehicles.
- 1.2. The operating plan assumes four buses will be required for peak service. Contractor shall describe fleet management plan including fleet inventory, spare vehicles, ability to assure service continuity in the event of vehicle accident or major maintenance requirement, and ability to provide additional vehicle(s) at ECICOG's request, in the event of higher than expected ridership or special events. Contractor shall provide a preliminary operating plan to be approved by ECICOG prior to contract start date.
- 1.3. At the start of the contract period, all full-sized buses must be less than six (6) years old. All vehicles shall meet FTA requirements for useful life. Vehicles must be in excellent mechanical condition and present an attractive appearance and a high level of comfort for passengers. ECICOG will inspect and approve all vehicles prior to initiating a contract. The Contractor shall provide a complete list of vehicles proposed for service to be approved by ECICOG. ECICOG reserves the right to reject any or all Contractor proposed vehicles as determined to be in ECICOG's best interests.
- 1.4. At all times when in public service, all vehicles will be identified with the approved 380Express graphics and branding associated with the service
- 1.5. All vehicles must be ADA accessible with either a wheelchair lift or low-floor ramps. All vehicles must have a working wheelchair securement system. At no time should a vehicle be operated with an inoperable wheelchair lift or wheelchair securement system.
- 1.6. Heating and air conditioning must be operable at all times.
- 1.7. All buses will be equipped with amenities such as commuter seating, Wi-Fi, individual overhead lighting, 110v Outlets, and USB outlets.
- 1.8. The Contractor must state where their operations and maintenance facility will be located.

- 1.9. The Contractor must provide a timeline for project implementation. It is expected that the service will be operable by October 1, 2025.

2 OPERATIONS AND MANAGEMENT OF SERVICE

The following Operating Procedures represent the minimum operating procedures the Contractor is required to apply for management of the service. The Contractor shall incorporate these operating procedures into the 380Express operating procedures and communicate the procedures and expectations to all operating personnel.

Iowa DOT and ECICOG have established service standards for the reliable, safe and comfortable operation of 380Express service. These service standards can be found in Attachment C. The Contractor is expected to provide sufficient management and supervision of the service to ensure that it is operated consistent with the requirements identified in the Scope of Service and in compliance with the Service Standards.

- 2.1. **Service Monitoring** – The Contractor is expected to monitor operations at all times. Proactive operations management is a key element of maintaining reliable service. Techniques include:
 - 2.1.1 Monitoring the location and schedule adherence of all operating vehicles using the GPS-based automatic vehicle location (AVL)/computer aided dispatch (CAD) system. A supervisor/dispatcher is expected to monitor the AVL/CAD system.
 - 2.1.2 Drivers shall be instructed to report delays in excess of five (5) minutes using the radio communications system, or AVL/CAD. This will allow the supervisor/dispatcher to provide instructions to drivers regarding mitigating the situation.
- 2.2. **Service Reporting** – The Contractor is expected to design, implement and maintain a reporting system that includes late operations and other service disruptions. Operating reports will be prepared on a daily basis.
 - 2.2.1 The daily report of operations shall be in an electronic format and be forwarded to ECICOG on an agreed to periodic basis.
 - 2.2.2 Significant service disruptions such as delays of ten (10) minutes or more, disabled vehicles and missed trips must be reported.

- 2.2.3 All accidents and passenger incidents must be reported to ECICOG within twenty-four hours. Accidents involving personal injury and/or significant property damage must be reported immediately to appropriate emergency agencies and then to ECICOG. These reports shall include management actions taken and the disposition of the incident.
- 2.2.4 Incidents that are likely to generate publicity must be reported immediately to ECICOG. These reports shall include management actions taken and the disposition of the incident.

2.3. **Service Remediation Measures**

- 2.3.1 The Contractor is required to maintain at all times at least one spare bus in addition to the number of buses required to operate the schedule. This bus must be available to be deployed to address significant service disruptions, including late operations of ten (10) minutes or more. If this spare bus is required to replace a bus that is unavailable due to collision, mechanical failure or other reason an additional spare bus must be secured. Spare buses must meet the requirements stated in the RFP scope of work and are subject to approval by ECICOG. Spare buses do not necessarily have to be the same manufacturer and model as the operating fleet, but shall have consistent branding. If the Contractor operates a mixed fleet of vehicles, smaller vehicles cannot be substituted for a full-size transit bus during the peak periods.
- 2.3.2 The following are remediation measures the Contractor is expected to employ to address service disruptions and restore service. The Contractor may suggest additional remediation measures. ECICOG and Iowa DOT will have final approval of any remediation measures. The Contractor shall incorporate remediation measures and procedures into the 380Express operating procedures and communicate the procedures and expectations to all operating personnel.
- Space vehicle – refers to a vehicle dispatched from the operating facility or other location to “fill the space” in the schedule caused by an incident or traffic congestion. The space vehicle is directed to operate on the delayed vehicle’s schedule.

- Vehicle swap – refers to a scheduled vehicle directed to take the place of another vehicle that is delayed.

2.3.3 The Contractor will work with ECICOG and Iowa DOT to identify reroutes to avoid particularly severe non-reoccurring congestion and delays. The Contractor will establish procedures for use by dispatcher/supervisors for the use of reroutes. Drivers will not be permitted to use a reroute without supervisor directions. The reroutes cannot affect any designated stops, unless such stops are not accessible.

2.3.3.1 The decision to use a reroute shall be the responsibility of the supervisor/dispatcher based on established operating procedures.

2.3.3.2 The time required to traverse the reroute shall be compared with the estimated time to traverse the regular route with the anticipated delay.

2.3.3.3 Each time a trip is directed to use a reroute shall be included in the report of operations.

2.4. **Communications with the IRXB Customers and the Public**

2.4.1 The Contractor will develop and maintain a website that will include information on 380Express service including real-time vehicle location and arrivals, service delays and disruptions and other information of value to customers and the public.

2.4.2 The Contractor in coordination with ECICOG will work to create a system to send email and text alerts to customers who subscribe. The alerts will provide information on delays and service disruptions.

2.4.3 The Contractor in coordination with ECICOG will develop a procedure to use social media such as Twitter and Facebook to provide information to customers on delays, service disruptions, and other valuable information. The Contractor will coordinate with municipalities for communication through their outlets as necessary.

2.5. **Operations Management and Supervision Plan**

Contractor shall provide a Management and Supervision Plan to be approved by ECICOG prior to contract start date. Respondent shall describe:

- 2.5.1 How services will be managed.
- 2.5.2 Organizational structure and provide an organizational chart.
- 2.5.3 How the Contractor proposes to supervise operations on a daily basis.
- 2.5.4 How the Contractor will assure a sufficient number of drivers on a daily basis.
- 2.5.5 How the Contractor proposes monitoring/managing the AVL/CAD system.

3 MAINTENANCE AND REPAIR OF VEHICLES

All maintenance, vehicle fueling and cleaning shall be the responsibility of the Contractor. The Contractor shall provide the necessary maintenance staff to maintain, and fuel all vehicles.

Respondents shall describe:

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

4 TRAINING, SAFETY, AND SUPERVISION

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.

All employees who will have contact with the general public (drivers, supervisors,

mechanics, etc.) will wear an uniform at all times when on duty.

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

Respondents should address the following:

- 4.1. Describe company hiring and training procedures.
- 4.2. Describe company safety programs and driver safety incentives, if any.
- 4.3. Describe prior experience with Iowa DOT and Federal Transit Administration requirements for operating personnel.
- 4.4. Describe how the Contractor will provide and administer an employee drug and alcohol testing program to comply with Federal Transit Administration regulations.
- 4.5. Document how the company will comply with these requirements.

5 INSURANCE AND LIABILITY

- 5.1. Any contract resulting from award of this RFP will require the selected respondent(s) to procure and maintain, and shall cause each sub-contractor of respondent to procure and maintain the minimum insurance coverages listed below:

Vendor shall insure all services funded under this contract with the following minimum coverage:

- Commercial Liability - \$1,000,000
- Uninsured and Underinsured Motorist - \$1,000,000

6 FINANCIAL ADMINISTRATION AND BILLING

Contractor will keep detailed records of all expenses and revenues associated with operating the 380Express service. ECICOG reserves the right to audit financial records at any time.

Respondents shall describe:

- 6.1. Capability to provide financial management, record keeping, accounting and reporting of subsidies and fare revenue.

- 6.2. Process for accepting, recording and tracking passenger fare payments.
- 6.3. Ability to report quarterly operation statistics to ECICOG, including ridership, mileage, hours, operating costs, fares collected, other revenues.
- 6.4. The Contractor will submit billings by the 5th of each month. Such billings to include information on number of vehicle hours, vehicle miles, gallons of fuel used, and revenue collected from the previous month.

7 FARE COLLECTION AND REVENUE HANDLING

- 7.1 The Contractor will administer revenue collections. The farebox revenue collected for transit operations is returned to ECICOG. The Contractor shall deposit passenger revenue at least every other day into ECICOG- approved banking institution. The Contractor shall be required to complete revenue deposit slips and supply a copy of same to ECICOG. Revenue per vehicle, will be maintained and supplied to ECICOG for performance measures.
- 7.2 Contractor shall provide a Revenue Collection Plan to be approved by ECICOG prior to contract start date. Please see attachment D for contractor incentive relating to fare revenues.

8 ON-BOARD VIDEO SURVEILLANCE

- 8.1 The Contractor shall provide and maintain an on-board video surveillance system approved by ECICOG. Surveillance system must record both internal and external images.
- 8.2 On-board video shall be stored for a minimum of seven (7) days.
- 8.3 The Contractor shall make recorded data available to ECICOG at ECICOG's request.

9 REPORTING

- 9.1 Contractor shall implement and maintain a daily reporting system that includes information on late operations, missed trips, vehicle breakdowns, collisions and incidents.
- 9.2 Contractor shall maintain and provide monthly reports on ridership, operational expenses and revenues, on-time performance, accident totals, mechanical failures, missed trips and number of passenger complaints/commendations.

Monthly reports shall be submitted to ECICOG within the first two weeks following the report month. The Contractor will provide an annual report with the same information no later than 45 days after the close of the fiscal year.

ECICOG shall have the right to inspect and audit all data and records of the Contractor as related to the service provided by the Contractor. If Federal, State or other public funds are utilized in the operation of the transit system, the Contractor shall permit authorized representatives of such agencies to perform such audits and inspections as may be required by the terms of any agreements with such agencies or by law.

- 9.3 Accidents involving personal injury and/or significant property damage must be reported immediately to appropriate emergency agencies and then to ECICOG.
- 9.4 Incidents that are likely to generate publicity through media outlets must be reported immediately to ECICOG.

10 FEDERAL TRANSIT ADMINISTRATION COMPLIANCE

- 10.1. General – This program will be funded in part by Federal Transit Administration (FTA) funds. Therefore, all requirements associated with FTA programs will be applicable to ECICOG and the Contractor. Proposers must describe in detail their familiarity and experience with FTA programs. If Proposer does not have previous FTA experience, proposer must describe in detail how they intend to comply with FTA requirements. Specific requirements are outlined below.
- 10.2. Contractor must be in compliance with FTA Drug and Alcohol program as encompassed in 49 CFR Part 655. Proposer must describe in detail how proposer is currently in compliance or what future actions will be taken to assure compliance.
- 10.3. All drivers engaged in 380Express service must have appropriate CDL licensure and meet FTA medical certification from a qualified US DOT-approved Medical Examiner. Contractor must describe in detail how Contractor is currently in compliance or what future actions will be taken to assure compliance.
- 10.4. The Contractor will be responsible for coordinating with ECICOG to gather statistically valid random passenger travel pattern samples, consistent with National Transit Database reporting. Monthly monitoring of the data will be permitted by the Contractor at the discretion of ECICOG.

11 PRICE PROPOSAL

- 11.1. General – Each Respondent shall submit a Price Proposal that includes all of the information described in this Section. Respondents shall provide price proposal in a separate sealed envelope marked “PRICE PROPOSAL – 380Express Service RFP.” The price information should be presented on the form in (Attachment E). Respondents will be provided with an Excel spreadsheet on which to show costs. Respondent should provide the spreadsheet in a .pdf format in the response.
- 11.2. ECICOG reserves the right to adjust service levels as it determines is in the best interests of ECICOG. Respondents should indicate on the Price Proposal form the price to operate the service for full day, and peak only. ECICOG reserves the right to adjust service hours up to 10% increase or decrease without changes in fixed costs.
- 11.3. **Price Contents** – The Price Proposal Form shall set forth the proposed price for providing the services in this RFP using the price proposal form in Attachment E, including each of the following:
- 11.3.1 Total fixed annual cost for each of the first three years.
Subsequent years will be negotiated between ECICOG and the Contractor, not to exceed the Producer Price Index (PPI) for Bus and Bus Bodies. Respondents shall bid on providing the service throughout the entire service day with full size buses during peak hour service or alternate sized vehicles, and shall bid on providing peak service only with full sized buses. ECICOG reserves the right to select either full day service or peak only service based on funding availability and service demands.
- 11.3.2 Additional costs for full-vehicle graphic wraps.
- 11.3.3 The hourly rates for changes in service levels.
- 11.3.4 The hourly rates for Extra Work. Extra Work is work assigned to the Contractor outside of the proposed schedule, i.e. promotional/educational events.
- 11.4. **Fuel Cost** – In developing Price Proposals, Respondents should take into account that ECICOG will reimburse contractor for the actual cost of fuel. The Contractor shall submit to ECICOG fuel invoices including actual gallons used. ECICOG shall apply to Iowa DOT for the allowable fuel tax refund prior to reimbursing the Contractor. By assuming responsibility for these fuel costs, ECICOG is relieving the selected Respondent of a significant cost risk during the term of the Contract. Contractor shall not include the cost of fuel in Contractor’s price as submitted on the Price Proposal form of this RFP.
- 11.5. **Price Stability** -- In submitting Price Proposals, Respondents agree that all prices proposed shall be good for one-hundred and twenty (120) calendar days from the proposal due date.

12 INCENTIVES AND DISINCENTIVES

- 12.1. In order to achieve a level of customer service, the Contractor is subject to the service standards outlined in Attachment C: Service Standards. Incentives and disincentives are to be a part of this contract and are included in Attachment D.
- 12.2. In the event of extenuating circumstances, ECICOG may in its own determination waive incentives and disincentives.

13 DBE REQUIREMENTS

- 12.1 This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs. ECICOG has established a DBE goal of 0.35% Respondents must certify by signing Attachment B

14 SUSPENSION OF SERVICE

- 13.1 ECICOG reserves the right to temporarily suspend service as a result of hazardous weather conditions or other conditions when ECICOG deems suspension of service is in the best interest of the public. In the event of such suspension, ECICOG will withhold payment from the Contractor until which time service is resumed. ECICOG may grant Contractor the right to decide on when to suspend service for hazardous weather, with proper notification to ECICOG on all suspensions.

15 TERMINATION OF CONTRACT

- 14.1 **General** – The performance of Work under the Agreement may be terminated by ECICOG in accordance with this Section in whole or in part whenever ECICOG determines, that such termination is in the best interest of ECICOG. Any such termination shall be effected by delivery to the Contractor of a notice of termination, provided not less than 90 calendar days prior to the termination date, specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.
- 14.2 **Termination for Default** – Subject to the provisions of this Section, ECICOG may terminate this Agreement in whole or in part in any one of the following circumstances:
 - 14.2.1 The Contractor fails to provide services in accordance with the requirements and standards set forth in this Agreement, including the Attachments hereto.

- 14.2.2 The Contractor fails to perform any of the provisions of this Agreement in accordance with its terms.
 - 14.2.3 The Contractor fails to make progress in the prosecution of the Work under this Agreement so as to endanger such performance.
 - 14.2.4 The Contractor files for bankruptcy, becomes insolvent, or is unable or otherwise fails to pay or otherwise satisfy, in the ordinary course of business, its financial obligations to its suppliers, subcontractors, or employees.
 - 14.2.5 The Contractor assigns or transfers this Agreement or any right or interest herein, without prior written authorization by ECICOG.
 - 14.2.6 The Contractor fails to maintain the insurance or bonds required under this Agreement or fails to provide the indemnification required hereunder.
 - 14.2.7 Cure Notice – If ECICOG determines that an Event of Default under this Section has occurred, it shall immediately notify the Contractor in writing and provide the Contractor within 30 Days in which to cure such default. If the Contractor fails to cure such default or to commence a cure within such time frame, or within such reasonable additional period as ECICOG may allow, ECICOG may declare the Contractor to be in default and terminate the Agreement in whole or in part.
- 14.3 **Force Majeure** – The Contractor shall not be liable for any failure to perform if acceptable evidence has been submitted to ECICOG that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to, acts of God, civil disturbances, fire, war, or floods, but do not include labor-related incidents, such as strikes or work stoppages.

Attachment A – Federal Clauses

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. 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.
- c. 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.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract 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.

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.

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 Action 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:

2 **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.

3 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.

4 **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.

5 **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 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

1 **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.

1 **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.

Promoting Free Speech and Religious Liberty. 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. (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.

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.

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.”

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

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.

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.

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.

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.

12 April 25

(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

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates,

and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

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

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

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

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).

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.

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.

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.

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.

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

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

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

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

. 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.

. 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.

. 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.

. 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.

. 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.

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 24 April 25

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.

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.

VIOLATION AND BREACH OF CONTRACT

Disputes:

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

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it: 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 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:

- . Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- . Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- . Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

Attachment B – Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify (Name and title of official) On behalf of _____ that:

- 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 subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Disadvantaged Business Enterprise

- This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. ECICOG's overall goal for DBE participation is 0.35%..
- The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from ECICOG.. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by ECICOG and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- The contractor must promptly notify ECICOG 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 ECICOG.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____/____/____

Signature of notary and SEAL _____

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 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. Suspended,
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.,

Contractor_____

Signature of Authorized Official_____

Date____/____/____

Name and Title of Contractor's Authorized Official_____

Attachment C - Service Standards

Iowa DOT and ECICOG have established the following service standards that define operating expectations of the Contractor.

1 SAFETY AND COLLISION AVOIDANCE

- 2.1. Safety is ECICOG's highest priority, and the Contractor shall take all actions necessary to operate in a safe manner. Buses shall be operated in a safe manner to avoid damage and injury to passengers, other motorists, property and the Contractor's equipment and employees. Collisions, accidents and passenger accidents will be investigated and evaluated and determined to be preventable or unavoidable.
- The standard is that preventable occurrences shall not exceed a rate of one per 100,000 revenue service miles.
 - The standard is that all occurrences, preventable and unavoidable, shall not exceed a rate of one per 30,000 revenue service miles.

2 SCHEDULE ADHERENCE AND SERVICE DISRUPTIONS

- 2.1. It is expected that 92 percent of trips will operate on-time which is defined by the zero (0) to five (5) minute window as explained below. This standard will apply even during the construction period.
- 2.2. A late trip is defined as any trip that departs a scheduled terminus time point more than five (5) minutes behind schedule, or arrives at a time point more than five (5) minutes behind schedule.
- 2.3. Late trips that are caused by accidents unrelated to IRXB service will not be considered fault of the contractor.
- 2.4. No trip shall operate ahead of schedule, unless directed to do so by a supervisor.
- 2.5. Trips may not depart at destination stops ahead of scheduled times.
- 2.6. Trips that are reported to be ten (10) or more minutes late, or are projected to be more than ten (10) minutes late, are candidates for mitigation measures to minimize the negative effects on customers and to restore the proper operation. Note, scheduled layover time is not intended as driver break time. A late arrival at a terminus shall not result in a late departure. In this case the trip is expected to depart the time point as scheduled, or as closely as possible to the scheduled time unless delayed by unavoidable circumstances. In the event a trip does leave the terminus point behind schedule the procedure in Section 2.1 shall be followed and the supervisor will determine what action should be taken.

- 2.7. Missed trips include trips that are not operated for any reason including bus unavailability, mechanical failure, vehicular collision or weather. Missing any trips is unacceptable.

3 MECHANICAL AND SERVICING STANDARDS

- 3.1. Buses shall be maintained in excellent operating condition and service disruptions caused by mechanical failures are unacceptable. The Contractor is expected to perform at a level of at least 20,000 revenue miles between mechanical failures.
- 3.2. The required number of operable buses shall be made available for all scheduled pull outs without exception.
- 3.3. The bus interiors shall be clean and free of debris for all scheduled trips. ECICOG will conduct periodic unannounced inspections to verify the Contractor is meeting this standard.
- 3.4. The bus exteriors shall be clean and present a satisfactory appearance. Exteriors shall be free from collision damage and other conditions that detract from a satisfactory appearance. ECICOG will conduct periodic unannounced inspections to verify the Contractor is meeting this standard.

4 Customer Service

Customer complaints will be used as a measure of the Contractor's customer service performance. Customer complaints received via the website, phone line and other sources will be compiled and provided to ECICOG. Any complaints directly received by the Contractor will be forwarded to ECICOG for processing. Complaints will be categorized by type (employee behavior, service reliability, safety, bus condition, etc.) and evaluated. Complaints will be sent to the Contractor for evaluation and response. The Contractor is required to report on any action taken to correct the situation that caused the complaint.

Attachment D – Incentives and Disincentives (Monthly)

MEASURE	INCENTIVES	EXPECTED PERFORMANCE	DISINCENTIVES
On-Time Performance	\$100/percentage point at or over 97%	92%	\$100/percentage point under 90%
Miles Between Mechanical Failures	\$100/thousand miles at or over 25,000 (up to 30,000 miles)	20,000 miles between failures	\$100/thousand miles under 15,000
Complaints per Passenger Boardings	\$100/passenger boarding at or under 2/20,000 boardings	4/20,000 boardings	\$100/complaint per passenger boarding over 7/20,000 boardings
Preventable Accidents per Miles Operated	\$100 for every 10,000 miles without a preventable accident over 100,000 miles (up to 130,000 miles)	1/100,000 miles operated	\$100 for every 5,000 miles with a preventable accident under 90,000 miles
Monthly Ridership based on Passenger Fares	Contractor may retain monthly passenger revenue in excess of \$35,000	Details to be developed in Revenue Collection Plan	Details to be developed in Revenue Collection Plan

Attachment E – Price Proposal Form

PRICE PROPOSAL FORM										
	CONTRACT TERM									
	Year 1		Year 2		Year 3		Year 4	Year 5	Year 6	Year 7
	All Day Service	Peak Only Service	All Day Service	Peak Only Service	All Day Service	Peak Only Service				
Base Cost							Adjusted by the Producer Price Index (PPI) for Bus and Bus Bodies	Adjusted by the Producer Price Index (PPI) for Bus and Bus Bodies	Adjusted by the Producer Price Index (PPI) for Bus and Bus Bodies	Adjusted by the Producer Price Index (PPI) for Bus and Bus Bodies
Cost per Revenue Hour	\$	\$	\$	\$	\$	\$				
Approximate Total Annual Revenue Hours	12,000	9,000	12,000	9,000	12,000	9,000				
ANNUAL TOTAL COSTS	\$	\$	\$	\$	\$	\$				
Options										
Wrapped vehicle graphics										
ANNUAL TOTAL COSTS WITH OPTIONS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Hourly Costs for Additional Service(s)										
Cost per hour for level 1 changes*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Cost per hour for level 2 changes**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Extra hourly work rate***	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
<div>*Level 1 changes are those that increase or decrease revenue hours by more than 5% and do not change the number of operating vehicles</div> <div>**Level 2 changes are those that do require a change in the number of operating buses.</div> <div>***Extra hourly work rate is for work performed outside of the proposed schedule (e.g. promotions, special events, etc.)</div>										

Attachment F – 380Express Required Submittals and Evaluation Form

Evaluation criteria are stated in Section 6 of Instructions for Submittal of Proposals. Evaluation of proposals will be based on the six criteria with an opportunity to receive up to 100 points. Additional requirements include:

EVALUATION CRITERIA	POINTS POSSIBLE	RELEVANT SUBMITAL MATERIAL
Experience and Capability	25	<ul style="list-style-type: none"> Years of experience List of contracts including length and value of contracts List of contracts that have not been renewed in the last three years Financial audits from the last three years Contractor capabilities to perform vehicle body work Prior experience with Iowa DOT and Federal Transit Administration requirements for operating personnel Describe how the Contractor will provide and administer an employee drug and alcohol testing program to comply with Federal, State and local programs
Experience and Qualifications of Proposed Staff	25	<ul style="list-style-type: none"> Expertise, qualifications and background of proposed personnel Capabilities and accomplishments of the individuals assigned to project Description of how Contractor proposes to supervise operations Organizational structure and organization chart
Responsiveness to Project Scope	15	<ul style="list-style-type: none"> Cover letter Proposed vehicle roster including make, model, year, and propulsion system Description of how services will be managed Description of how Contractor will assure a sufficient number of drivers Description of how Contractor proposes staffing/monitoring/managing the AVL/CAD system, project website, and social media Description of how Contractor will ensure the vehicle fleet is reliable Description of how emergency calls and/or emergency repairs will be handled Description of maintenance programs, policies and procedures Describe safety programs and driver safety incentives Description of vehicle cleaning programs, policies, procedures
Cost Information	15	<ul style="list-style-type: none"> Price Proposal Form Total Base Cost Options and unit operating costs
References	10	<ul style="list-style-type: none"> Letters of reference
Other	10	<ul style="list-style-type: none"> Location of operations and maintenance facility Contractor hiring and training procedures Respondent presentation, if applicable

ECICOG 380Express Evaluation Sheet

EVALUATION CRITERIA	POINTS POSSIBLE	POINTS AWARDED	COMMENTS
Experience and Capability	25		
Experience and Qualifications of Proposed Staff	25		
Responsiveness to Project Scope	15		
Cost Information	15		
References	10		
Other	10		