



**Coastal Bend Center for
Independent Living**

Request for Proposals (RFP)

for

“Providers of Transportation Services Vendor Pool”

Mobility Options Program

**Coastal Bend Center for Independent Living
1537 Seventh Street
Corpus Christi, Texas 78404**

May 23, 2022

Request for Proposals (RFP)
“Providers of Transportation Services Vendor Pool”
Mobility Options Program
Coastal Bend Center for Independent Living
1537 Seventh Street Corpus Christi, Texas 78404

Table of Contents

I.	Providers of Transportation Services Vendor Pool	Page 3
II.	Request for Proposal (RFP) Instructions	Page 4
III.	Checklist of Documents Required	Page 5
IV.	Scope of Work	Page 6
V.	Contract Provider Requirements	Page 7
VI.	Contract Provisions	Pages 8 -9
VII.	Evaluation Criteria	Pages 10 -11
VIII.	Application	Pages 12 -15
IX.	Certification of Obligation	Pages 16
X.	Federal Requirements	Pages 17 -26
XI.	Written Protest Procedures	Pages 27 -28
XII.	Notices of Solicitation	Pages 29 -30

**COASTAL BEND CENTER FOR INDEPENDENT LIVING
MOBILITY OPTIONS PROGRAM
Request for Proposals**

**PROVIDERS OF TRANSPORTATION SERVICES
VENDOR POOL**

Coastal Bend Center for Independent Living (CBCIL) is seeking qualified transportation providers to participate in the Mobility Options Program Vendor Pool to provide transportation options for individuals eligible to participate in the CBCIL Mobility Options Program. CBCIL is a local not-for-profit 501-c-3 organization assisting individuals with disabilities of all ages to meet their goals for independent living in Coastal Bend communities through consumer-directed programs and services.

THE MOBILITY OPTIONS PROGRAM (MOP) IS FUNDED BY A GRANT FROM THE CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY (CCRTA). PROVIDERS SHALL COMPLY WITH THE FEDERAL TRANSPORTATION ADMINISTRATION (FTA) REQUIREMENTS UNDER THE ENHANCED MOBILITY FOR SENIORS AND INDIVIDUALS DISABILITIES 5310 PROGRAM .

Qualified transportation providers will participate in the Mobility Options Program Vendor Pool by providing trips requested by seniors and individuals with disabilities through Purchase of Service Contracts. Transportation choices will be available to CBCIL consumers in this Project, and fill gaps in services when their trip needs are not met by public transit providers or private transportation.

CBCIL will award transportation providers two-year Purchase of Service contracts, including the option for one additional two-year contract. It is anticipated that the cost for the optional years will be based on the same approximate cost per thousand dollars of audited expenditures as the contract for the initial year.

Interested providers should meet Texas Minimum Business Insurance Requirements: Commercial General Liability Insurance of \$500,000 and Business Automobile Liability of \$500,000

RFP packets may be picked up at the Coastal Bend Center for Independent Living located at 1537 Seventh Street, Corpus Christi, Texas 78404, starting on Monday, May 23, 2022.

All responses submitted must be sealed and received by Coastal Bend Center for Independent Living at 1537 Seventh Street, Corpus Christi, Texas 78404, for time-stamping no later than 3 PM on, Monday, June 6, 2022.

The envelope must be clearly marked “**Sealed BID - CBCIL MOP Transportation Vendor Pool**”. Proposals will be publicly opened at 3:10 PM time on Monday, June 6, 2022, at the Coastal Bend Center for Independent Living, 1537 Seventh Street, Corpus Christi, Texas 78404. The public is invited to attend the opening in person or by Zoom. A Zoom link is available by contacting Christina Buttler at (361) 883-8461 ext. 301 by Monday, June 6, 2022, no later than 2 PM.

All inquiries concerning this RFP should be directed to Christina Buttler by phone at (361) 883-8461 ext. 301 or via email at christinab@cbcil.org. Offers may direct questions via email, phone, or virtual meeting.

REQUEST FOR PROPOSAL (RFP) INSTRUCTIONS

1. The RFP packet may be obtained at 1537 Seventh, Corpus Christi, Texas 78404, beginning Monday, May 23, 2022.
2. All inquiries concerning this RFP should be directed to Christina Buttler by phone at (361) 883-8461 ext. 301 or via email at christinab@cbcil.org. Offers may direct questions via email, phone, or virtual meeting.
3. Responses to the RFP should be addressed as follows: Coastal Bend Center for Independent Living, "MOP Transportation Vendor Pool", 1537 Seventh Street, Corpus Christi, TX 78404.
4. Proposals must be received by Coastal Bend Center for Independent Living for time-stamping no later than 3 PM on June 6, 2022 at CBCIL, 1537 Seventh, Corpus Christi, Texas 78404.
5. Only complete proposal packages will be considered. Documents submitted by the respondent will subsequently become part of the contract if awarded.
6. Purchase of Service Contract awards shall be based on the Evaluation Criteria, the information provided in the Application, and supporting documentation. CBCIL procurement takes into account provider responsiveness to the terms of the solicitation and demonstration of being a responsible transportation provider with the capacity to provide transportation in a consumer-directed model.
7. Proposers will be provided written notice relative to contract awards.
8. Proof of required insurance must be provided to be considered as a contractor.
9. Providers contacting with CBCIL MOP Vendor Pool must meet all legal and statutory requirements to maintain good standing.
10. CBCIL reserves the right to:
 - a. reject or cancel any or all proposals;
 - b. extend the bid opening time and date;
 - c. re-issue a bid invitation; and
 - d. consider and accept alternate proposals as provided herein when most advantageous to CBCIL Mobility Options Program.
11. Providers selected for the MOP Vendor Pool must agree to adopt and maintain policies required of FTA subrecipients to receive federal 5310 funds, including Title VI.
12. Submitted proposals are good for thirty (30) days.

Checklist of Documents Required to be Submitted by Applicants

- ☐ Vendor Pool Application
- ☐ Current Business Licensing*
- ☐ Certification of Obligation*
- ☐ Fee Schedule
- ☐ Current Business Certification by the appropriate authority
- ☐ Terms & Conditions of purchase - FEDERAL REQUIREMENTS

**If required for your business entity*

Proof of Current Insurances:

- ☐ Commercial General Liability Insurance (\$500,000)
- ☐ Business Automobile Liability Insurance (\$500,000)

Supplemental material relevant to this solicitation may be submitted but not required.

SCOPE OF WORK

The contractor shall carry out the following activities identified by the Scope of Work. Application submitted by the contractor will become part of the contract and is identified as Appendix A.

Coastal Bend Center for Independent Living (CBCIL), a 501(c)(3) non-profit organization, has received funding from Corpus Christi Regional Transportation Authority to provide transportation coordination and services for seniors and individuals with disabilities within the urban areas of Corpus Christi Regional Transportation Authority Corpus Christi District through the Coastal Bend Center for Independent Living's Mobility Options Program. These funds are expended in the provision of Purchase of Services from qualified transportation providers in a Vendor Pool and for the provision of in-house Mobility Management.

CBCIL MOP is seeking multiple qualified transportation providers who will participate in the Vendor Pool established to increase the availability of transportation options for seniors and individuals with disabilities, when their trip needs cannot be met by public transit providers/existing transportation services. Vendors will have the willingness and capacity to provide transportation in a consumer-directed model.

The Objective of the Mobility Options Program is to:

1. Increase the availability of accessible, affordable, and dependable transportation to enhance the mobility options for and meet the transportation needs of people with disabilities and individuals aged 65 and older, when public transit cannot adequately meet their needs in the Coastal Bend,
2. Provide access to multiple transportation options to provide consumer direction/choice for individuals whose transportation originates or ends in the urban areas of the Corpus Christi Regional Transportation Authority Corpus Christi District,
3. Assist individuals with disabilities of all ages and seniors to meet their mobility goals, and
4. Promote cost-sharing and coordination among all participants in the Mobility Options Program.

The Purchase of Services component of the MOP utilizes cost-sharing in which the selected providers will be asked to submit best rates for individual trips; individual consumers will be asked to contribute to the cost of the trip, based on their ability to pay; and the funder subsidizes trips per established program guidelines.

Individual trips and trip costs will be arranged through CBCIL MOP Mobility Management working with each consumer requesting transportation based on his/her need and preference within the areas of the jurisdiction. Trips that qualify for support from the funder for this program, must originate or end within the urban areas of the Corpus Christi Regional Transportation Authority Corpus Christi District; trip purpose or distance is not a qualifier of service.

The Contractor, as a qualified transportation provider in the CBCIL Mobility Options Program Vendor Pool, will carry out the work activities as follows.

Below is a description of the Scope of Work, but is not limited to the following:

1. All communication shall be directed to Christina Buttler, Mobility Options Program Manager.
2. CBCIL will identify and determine the eligibility of qualified individuals needing transportation services, based on consumer transportation needs, type of vehicle needed, date and time, cost of the trip(s), and other factors.
3. CBCIL will initiate each trip scheduling and cost quote process by sending a "CBCIL/MOP: Trip Quote/Authorization/Confirmation (TQ/C)" form to Contractor via email or fax for completion of the trip quote in the appropriate section.
4. Contractor will complete the TQ/C reflecting rates that are equal to or less than rates reflected in Contractor's submitted and approved RFP response.
5. Contractor will return the completed TQ/C form to CBCIL within the applicable timeframe as listed:
 - A. Date of transportation occurring same day of TQ/C, the Contractor will complete and return to CBCIL within one (1) hour;
 - B. Date of transportation occurring one (1) business day to two (2) business days of the TQ/C, the Contractor will complete and return to CBCIL within four (4) hours.
 - C. Date of transportation occurring three (3) business days or more of the TQ/C, the Contractor will complete and return to CBCIL within twenty-four (24) hours.
6. CBCIL will review trip quote and determine if Contractor's quote meets the needs of the consumer and requirements of CBCIL. Approved TQ/C will be assigned an Authorization number and signed by CBCIL, and a copy of the completed/authorized TQ/C will be sent to the Contractor with written notification of the authorized trip via email or fax.
7. Contractor must provide confirmation to CBCIL that authorization was received, and the trip is scheduled, within the same time frames as outlined in #5, above.
8. CBCIL will confirm with the consumer that the trip is authorized and scheduled and provide the name and telephone number of the Contractor in the event of a need to communicate any schedule changes to pick up/arrival time as listed on the approved TQ/C. Any other changes must have CBCIL's written approval.
9. If the Contractor is late and unable to pick up the consumer within 15 minutes of the scheduled trip, CBCIL and the consumer must be notified by the Contractor. Either CBCIL or the consumer has the right to cancel the trip. CBCIL will not be responsible or invoiced for payment of any portion of an uncompleted trip by the Contractor.
10. Trips that do not result in the transportation of a consumer will not be invoiced to CBCIL.

11. CBCIL will provide technical assistance to Contractors in carrying out Program objectives as related to the unique needs of individuals with disabilities and seniors and their mobility goals.
12. CBCIL will provide payment for approved invoices according to CBCIL's internal policies, guidelines, and Contract.

Additional Responsibilities of Contractor:

1. Contractor Providers will have the legal, financial, and technical capacity to carry out the Purchase of Service Contract, including the safety and security aspects.
2. Contract Provider vehicles utilized for this Program will be maintained in a state of good repair and meet vehicle standards as set forth by their licensing/certification and insurance criteria.
3. Contract Providers agree to Certifications and Assurances stated within this RFP.
4. Provide the appropriate type of vehicle in satisfactory condition needed by the individual consumer for each trip request.
5. Provide trips at the times requested by CBCIL on behalf of the consumer.
6. Communicate directly in writing with the Mobility Coordinator regarding changes to authorized trip schedules such as day of travel, pick-up/drop-off location or companion rider; or, consumer failure to show for scheduled trips without notice; or, changes in agreed trip fees. Consumers communicate directly to the Contractor for "will-call" pickup on round trips for appointments.
7. Agree that not all trip requests from CBCIL will result in a trip authorization or scheduling.
8. Agree that rider no show fees are not an eligible expense to be reimbursed by CBCIL or the funding source.
9. Calculate and submit invoices on a monthly basis for authorized trips, by the fifth day of the following month. Invoices must include, at a minimum:
 - A. Consumer Name
 - B. Date(s) of Service
 - C. Origination and Destination address
 - D. Trip charge per consumer/per trip
 - E. Miles per trip
 - F. Trip time per consumer/per trip
10. Provide data as requested by CBCIL and/or funding source and value of in-kind, if applicable.

11. Agree that two or more no-show occurrences in one month on the part of the Contractor may be cause for suspension or termination of this Contract.

Responsibilities of CBCIL and Contractor:

1. Each Party to this Contract is encouraged to participate in relevant training to enhance the value of the Project and the consumers' travel experiences. CBCIL can provide technical assistance to Contractor as related to unique needs of individuals with disabilities and seniors and their mobility goals, as related to this Contract.
2. Trips may be for any purpose as determined by the consumer that fall within CBCIL Program budgetary constraints, the funding entity, and Program guidelines, and agreed upon by both CBCIL and Contractor.
3. Each Party has the right of refusal for reasons determined by either Party that would cause harm or jeopardize the safety or well-being of any Party.
4. Communication by means of telephone, electronic transmission, and fax between each Party will facilitate securing information and execution of trips in a timely manner. All trip authorizations must be in writing.
5. CBCIL Mobility Coordinator will complete vendor invoices for Mobility Options Program Manager to review for approval for payment. Payment of Purchase of Service will be made within thirty days after trips are provided within the applicable time frame and when all required information has been provided.

CONTRACT PROVIDER REQUIREMENTS

General Conditions

1. Contract Providers may be taxicab service, private van/auto or shuttle service, transportation network company/drivers, ambulance, or over-the-road bus service.
2. Provide license and/or certification by the appropriate authority to conduct business as a transportation provider within the region, if required to operate the business.
3. Contract Providers must be prepared to operate within the established program Guidelines as defined in the Scope of Work.
4. Contractor Providers must provide proof of Commercial General Liability Insurance minimum of \$500,000 and Business Automobile Liability Insurance minimum of \$500,000. This requirement is to ensure fair settlement of disputes of complaints that may arise, as well as to fulfill State audit requirements.
5. Contractor Providers shall retain all records for a minimum period of four (4) years after CBCIL makes final payment and all pending matters are closed.
6. Contract Providers are responsible for the provision of an adequate number of qualified and trained employees to provide services performed under this contract. A supervisor will be identified by the Contract Provider for ongoing operational communications.
7. Contract Providers awarded contracts will not subcontract work out to another entity, unless approved in writing by CBCIL.
8. Any known or suspected incident of fraud or program abuse involving any person or representative engaged in this program will reported immediately by CBCIL to the Office of Inspector General for appropriate action.
9. Contract Providers and their representatives are expected to conduct themselves in a professional manner at all times when dealing with CBCIL and its consumers. Drivers, whether employees or contract employees and dispatchers shall present themselves in a manner that is helpful and respectful and one which maintains the good image of CBCIL in the community.
10. Unsatisfactory provision of service may result in CBCIL imposing corrective action up to and including termination of the Purchase of Service contract.

CONTRACT PROVISIONS

1. Maintaining Contract in Good Standing:

CBCIL shall maintain effective communication, submission of required documents and responsiveness to resolution of complaints within CBCIL guidelines.

2. Breach of Contract terms:

A. For instances in which a Contractor violates or breaches the Contract terms, Coastal Bend Center for Independent Living (CBCIL) will provide remedial actions as may be appropriate.

B. The following remedies may be employed:

- 1) May at its option, afford the Contractor an opportunity to complete the non-performed work or correct the deficiencies in goods received within three hours of the Contractor being advised that he will be afforded the opportunity, in the case of daily services; or 24 hours in the case of all other services; or,
- 2) May at its option, perform the services or obtain the goods through another Contractor. The Contractor will be invoiced for the non-performed items at the cost, plus 10 percent administrative fee; or, the Contractor will be deducted for non-performed items plus 10 percent administrative fee; or,
- 3) Will deduct from the Contractor's invoice any damages to CBCIL's equipment or perishable items lost due to negligence plus 10 percent administrative charge; or,
- 4) CBCIL will issue a written notice of unsatisfactory services by the Contractor and a request for resolution; or
- 5) Repeated instances of non-performed or unsatisfactory work will be cause for termination. This provision will be applied after the second written notification is sent to the Contractor. The third notice will be a contract cancellation notice and a deduction of 10 percent administrative charge applied to the last invoice due to the Contractor.
- 6) Breach of Contract: CBCIL will terminate this contract in whole or in part at any time CBCIL determines that the contractor failed to observe the terms of the contract, forms, and/or duty to property in the trust or provided sufficient evidence as to cause harm to any client.

C. Termination by Coastal Bend Center for Independent Living:

- 1) CBCIL may terminate the contract, in whole or in part, at any time CBCIL determines that there is cause for termination. Cause for termination includes, but is not limited to, the Contractor's failure to comply with the contract or failure to ensure client safety that could result in harm to any client.

- 2) Should the Contractor's entity cease to exist, become legally incapable of performing its responsibilities, or lose its status as a business entity, the contract will be subject to termination.
- 3) Either of the parties hereto shall have the right, at such party's sole discretion and at such party's sole option, to terminate and bring to an end all performances to be rendered under this contract by notifying the other party hereto, in writing within ten days.

3. Payment Request Procedures:

- A. Payment requests from individual Providers will be based on satisfactory completion of the trip request. Payment of Purchase of Service will be made within thirty days after trips are provided within the applicable time frame and all required information is submitted as follows.
- B. Contractor's payment request for services rendered for each month shall be issued by invoice addressed to CBCIL MOP, P.O. Box 331660, C.C. TX 78463, by the 5th of the following month.
- C. An itemized invoice shall be submitted to CBCIL for payment and identify the following detail:
 - 1) each consumer's name and address;
 - 2) trip origination and destination addresses;
 - 3) total miles;
 - 4) date of trip and cost of each one-way trip.

4. Schedule of Payment:

- A. CBCIL will make payment within thirty (30) calendar days excluding legal holidays, after receipt of invoice;
- B. Situations which justify an extension of payment include:
 - 1) statutory or contract provisions requiring an inspection or an audit prior to payment;
 - 2) a requirement for statutory appropriation to authorize payment;
 - 3) a requirement for granting agency examination of the invoice prior to payment;
 - 4) the existence of defects in the equipment used for services delivered;
 - 5) the existence of defects in the invoice;
 - 6) suspected improprieties of any kind;
 - 7) failure to submit required documents on a timely basis; or
 - 8) a dispute concerning whether a proper invoice is due and owing.

EVALUATION CRITERIA

Proposer(s) will be evaluated by CBCIL staff and graded on the following criteria. Successful proposers must achieve a minimum score of 70 points.

1. COST/PRICING (up to 15 points)

- A. The Contractor's Contractor willingness to negotiate trip rates and fee schedule is provided.
- B. Each individual trip quote provided by the Contractor will be determined in consideration of the individual trip requirements and based on the Contractor's submitted fee schedule.
- C. Full completion and submission of the Vendor Pool Application.

2. RECORD OF PAST PERFORMANCE/EXPERIENCE (up to 30 points)

- A. Contractor experience in providing transportation to elderly individuals and individuals with disabilities.
- B. Contractor experience in providing transportation based on individual consumer/customer needs.
- C. Contractor experience with wheelchair-accessible vehicles.

3. FINANCIAL RESOURCES (20 points)

- A. Proof of General Liability Insurance of \$500,000.
- B. Proof of Automotive Liability of \$500,000.

4. ORGANIZATIONAL CAPACITY (up to 30 points)

- A. Brief description of the Contractor's firm, including length of time in operation, growth in operations and service area covered.
- B. Qualifications of staff to be assigned to the MOP Vendor Pool include driver skillsets and training requirements, and any specialized technical skills that demonstrate Contractor's capacity to carry out this Program. Examples: transporting or working on a one-to-one basis with seniors and individuals with disabilities with various types of disabilities; providing door-through-door trips; training provided in customer service as well as customer safety, etc.
- C. Checklist of Documents to include Current Business Licensure*, Certification of Obligation* and Current Business Certification by the appropriate authority*.

** If required for your business entity*

5. TYPE OF BUSINESS ENTITY/DESIGNATION (up to 5 points)

- A. CBCIL utilizes small business, minority-owned business, and disability-owned business. A small business firm meets the definition of "small business" as established by the Small Business Administration (13 CFR § 121.201) by having average small receipts for the last three years of less than six million dollars.
- B. Proposer's Business entity is qualified as, and if applicable, the date qualified:
- 1) Disadvantaged Business Enterprise (DBE) _____
 - 2) Historically Underutilized Business (HUB) _____
 - 3) Small Business _____
 - 4) Minority-owned Business _____
 - 5) Disability-owned Business _____

**Coastal Bend Center for Independent Living
Mobility Options Program VENDOR POOL APPLICATION**

Section 1: Vendor Information

Business/Organization Name: _____

Owner/Authority Name: _____

Physical Address: _____

Mailing Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

Emergency Contact Name & Number: _____

Taxpayer Identification Number or Social Security Number

Section 2: Type of Transportation Provider

() Taxi Service () Private Van/Auto/Shuttle (circle applicable)

() Transportation Network Company or Driver () Bus Service Type: _____

() Other _____

Section 3: Areas of Service Availability

() All Counties within CCRTA service area

() Within City of Corpus Christi

() Counties of: _____

() Cities of: _____

Section 4: Hours and Days of Service Availability

Transportation Services Schedule:

Business Office Hours:

Section 5: Vehicle Fleet (to be utilized for this Program)

A. Vehicle Description:

Make/Model/Year	Capacity	Current Odometer	Condition*

** Vehicles must be in good condition, i.e., elements are in good working order, requiring only nominal or infrequent minor repairs (> 6 months between minor repairs)*

B. Identify which of the above vehicles are wheelchair accessible and whether ramp or lift:

C. If you currently do not have at least one wheelchair accessible vehicle, what is your acquisition plan and timeline?

D. Do you currently have a preventive maintenance plan for your fleet?

() Yes () No () Not Applicable

Section 6: Staff and Driver Information

A. How many drivers do you currently have? _____

B. How many drivers are:

Employees _____ Contract employees _____ Volunteers _____

C. If a Taxi business, do drivers hold a current Taxi Driver's license for the area(s) you wish to serve? () Yes () No If no, explain:

D. Driver Training: Do you train drivers on working with people with disabilities and older adults? () yes () no

What other training is provided?

E. Provide the name of the assigned Supervisor: _____

Section 7: Licensure and Insurance

CBCIL expects vendors to meet insurance requirements for their business licensure and Commercial General Liability Insurance, Business Automobile Liability Insurance as applicable to the transportation provider status. (See Minimum Amount Requirements)

A. Do you have a current Taxi Business License? () Yes: a copy is attached. () N/A

B. Do you have current Business Automobile Liability Insurance with a coverage amount of \$500,000?

() Yes: copy is attached. () No.

C. Do you have current General Liability Insurance with a coverage amount of \$500,000?

() Yes: copy is attached. () No.

Section 8: Fee Schedule - Basis for Cost per Trip

Provide your cost per trip information for the areas in which you will provide service. Include base rates, one-way trip charges, additional charges such as load fees, wait time, etc. Indicate whether individual trips may provide discounted rates and under what circumstances.

Section 9: Organizational Capacity

A. Provide a brief description of your organization, your experience in operating as a transportation provider and as a provider of services for seniors and individuals with disabilities. Provide a contact name with phone number of each entity with which you have experience.

B. What is your experience in providing transportation through purchase of service contracts with what organization(s) and the length of the contract(s)?

Section 10: Type of Business Entity

CBCIL utilizes small businesses, minority-owned businesses, and disability-owned businesses. A small business firm meets the definition of “small business” as established by the Small Business Administration (13CFR 121 201) by having average small receipts for the last three years of less than six million dollars. Select the following if applicable:

Disadvantaged Business Enterprise () Yes Designation Date _____ () No

Historically Underutilized Business () Yes Designation Date _____ () No

Small Business _____ Minority-owned Business _____ Disability-owned Business _____

Section 11: Additional Information Pertinent to this Solicitation

Certification of Obligation

As an authorized official of _____ (organization name),

I certify to the following:

1. The information presented in the application packet is true and accurate to the best of my knowledge;
2. I have not intentionally made any misstatements or misrepresented the facts;
3. The organization which I represent has the resources and technical capacity to participate in the CBCIL Mobility Options Program;
4. The organization will participate in ongoing communication throughout the life of the Project contract including but not limited to:
 - A. contract expectations;
 - B. on-site monitoring by CBCIL;
 - C. timely submission of required reporting and billing documents;
 - D. timely written notification of events that may impact Program operations;
 - E. respond to requests for trip quotes.
5. The contracting organization will comply with all applicable federal, state, and local laws and regulations.
6. Applicant Affirmation: Compensation has not been received for participation in the preparation of this application.

Signed: _____

Printed/typed name: _____

Title: _____

Date: _____

FEDERAL SUPPLEMENTAL CONDITIONS (OPERATIONS/MANAGEMENT)

1. No Federal Government Obligations to Third Parties

(1) the recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. False Statement or Claims – Civil and Criminal Fraud

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Access to Third Party Contract Records

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

4. Changes to Federal Requirements

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the municipal corporation and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

5. Termination

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

a. Termination for Convenience (General Provision) the municipal corporation may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the municipal corporation's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its

termination claim to the municipal corporation. If contractor is in possession of any the municipal corporation property, contractor shall account for same, and dispose of it as the municipal corporation directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the municipal corporation may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the municipal corporation that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the municipal corporation, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the municipal corporation in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the municipal corporation's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the municipal corporation setting forth the nature of said breach or default, the municipal corporation shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the municipal corporation from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the municipal corporation elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the municipal corporation shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the municipal corporation, by written notice, may terminate this contract, in whole or in part, when it is in the municipal corporation's interest. If the contract is terminated, the municipal corporation shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the municipal corporation goods, contractor shall, as directed by the municipal corporation, protect and preserve the goods until surrendered to the municipal corporation or its agent. Contractor and the municipal corporation shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the municipal corporation may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the municipal corporation resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the municipal corporation in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the municipal corporation, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the municipal corporation in writing of the causes of delay. If in the municipal corporation's judgment, delay is excusable, the time for completing the work shall be extended. The municipal corporation's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the municipal corporation's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the municipal corporation may terminate this contract in whole or in part, for the municipal corporation's convenience or because of contractor's failure to fulfill contract obligations. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the municipal corporation all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the

municipal corporation's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the municipal corporation may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the municipal corporation. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the municipal corporation may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the municipal corporation or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract.

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

6. Civil Rights (Title VI, ADA, EEO)

All contracts except micro-purchases (less than \$2,500). The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract: (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that

employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue. (b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue. (c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

7. Disadvantaged Business Enterprises (DBEs)

Contracts involving subcontractors (exclusive of transit vehicle purchases)

To the extent authorized by Federal law, the Recipient agrees to facilitate participation by Disadvantaged Business Enterprises (DBE) in the Project and assures that each subrecipient, lessee, and third party contractor at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:

(1) The Recipient agrees and assures that it will comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the Recipient's DBE program, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that implementation of this DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the Recipient of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

8. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the municipal corporation to be in violation of FTA terms and conditions.

9. Debarment and Suspension

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

10. Resolution of Disputes, Breaches, or Other Litigation

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the municipal corporation's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the municipal corporation's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the municipal corporation's CEO shall be binding upon contractor and contractor shall abide by the decision. Performance During Dispute - Unless otherwise directed by the municipal corporation, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the municipal corporation 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 Connecticut State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the municipal corporation 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.

11. Lobbying

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

12. Clean Air

(1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

(2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

13. Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

14. Fly America

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

15. Veteran Hiring Preference

The contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5 CFR) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally

qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employer

16. Public Transportation Employee Protective Arrangements

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

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

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

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

17. 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.

18. School Bus Operations

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

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

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
 2. Require the contractor to take such remedial measures as FTA considers appropriate.
- When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

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

19. Energy Conservation

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

20. Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

21. ADA Access

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

Coastal Bend Center for Independent Living

Written Protest Procedures

Coastal Bend Center for Independent Living (CBCIL) adheres to the FTA C 4220.1F Chapter VII circular relative to third-party contract awards and any potential protests, with the following written procedures.

Recipient (CBCIL) Role and Responsibilities:

CBCIL is a private, 501(c)(3) non-profit corporation receiving funds to purchase transportation services from multiple providers in a Vendor Pool. CBCIL will contract with non-governmental and governmental organizations that provide transportation, are interested in providing transportation to seniors and individuals with disabilities and respond favorably to the CBCIL RFP.

Protest Procedures. The Common Grant Rules charges the recipient (CBCIL) with the initial responsibilities to resolve protests of third-party contract awards.

1. Notification. CBCIL staff will notify Corpus Christi Regional Transportation Authority expeditiously when it receives a third-party contract protest to which the circular applies, and to keep informed Corpus Christi Regional Transportation Authority about the status of the protest.
2. Subjects. A list of protests involving third party contracts and potential third-party contracts that:
 - A. have a value exceeding \$100,000, or
 - B. involve a controversial matter, irrespective of amount, or
 - C. involve a highly publicized matter, irrespective of amount.
3. Details. The following information about each protest:
 - A. a brief description of the protest,
 - B. the basis of disagreement, and
 - C. if open, how far the protest has proceeded, or
 - D. if resolved, the agreement or decision reached, and
 - E. whether an appeal has been taken or is likely to be taken.
4. Steps. Should there be a third-party protest received verbally, CBCIL will request the protester submit a written protest to the CBCIL Executive Director, who will in turn:
 - A. offer to meet with the protester to discuss the basis of the protest and his/her desired outcomes for resolution;
 - B. determine resolution that is acceptable to both parties;

- C. if resolution is not forthcoming and the protest stands as submitted, CBCIL Executive Director will provide information to the protester of the appeals process through the CBCIL Board of Directors.
- 5. Communication. When CBCIL denies a bid protest, and if an appeal to Corpus Christi Regional Transportation Authority is likely to occur, CBCIL will notify the Corpus Christi Regional Transportation Authority PTC and maintain communication throughout the process. All steps taken will be documented and filed under Third Party Contract Protest Procedures and will be available for inspection at any time.