

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR DEPARTMENT OF PLANNING  
AND DEVELOPMENT***

**REQUEST FOR PROPOSAL:**

**NEWTON CITYWIDE TRANSPORTATION SERVICES  
RFP #24-31**

**Proposal Date Opening: Thursday, December 7, 2023 at 10:00 a.m.  
Pre-Bid Meeting: Thursday, November 16, 2023 at 10:00 a.m.**

**NOVEMBER 2023**

**Ruthanne Fuller, Mayor**

**CITY OF NEWTON**

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**CITY OF NEWTON  
PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSALS #24-31**

The City of Newton (City) invites sealed proposals from Contractors for:

**NEWTON CITYWIDE TRANSPORTATION SERVICES**

Pre-Bid Meeting at: **10:00 a.m. Thursday, November 16, 2023, through Zoom Videoconference<sup>1</sup>**

The pre-bid meeting is **NOT** mandatory.

Proposals will be received until: **10:00 a.m., Thursday, December 7, 2023**

at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Proposals will not be accepted nor may submitted proposals be corrected, modified or withdrawn after the deadline for proposals. Immediately following the deadline for proposals a list will be created of all proposer names received and will be posted to the City's website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids)

Contract Documents will be available on line at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or for pickup at Newton City Hall, Room 108, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 on **November 9, 2023 after 10:00A.M.**

There will be no charge for contract documents. Bid surety is not required with this bid.

Award will be made to the most advantageous proposer for services.

**The term of the awarded contract shall extend from the date of contract execution for twelve (12) months and may be renewed by the City for two (2) additional terms of 12 months each.**

All proposals are subject to the provisions of M.G.L. c.30B. F.O.B. Destination inside designated department, Newton, MA.

All proposals shall be submitted as follows: **(i) one (1) ORIGINAL and one (1) copy and one (1) DIGITAL copy of the Technical Proposal and (ii) one (1) ORIGINAL copy of the Price Proposal.**

All City bids are available on the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening.

Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: [jfairley@newtonma.gov](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON



Nicholas Read  
*Chief Procurement Officer*  
November 9, 2023

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<sup>1</sup> <https://zoom.us/j/6779127890>, password **Nicole**.

**CITY OF NEWTON**  
**REQUEST FOR PROPOSAL #24-31**  
**NEWTON CITYWIDE TRANSPORTATION SERVICES**

**I. DECISION TO USE COMPETITIVE SEALED PROPOSALS**

The *Chief Procurement Officer* has determined that a Request For Proposals (RFP) is appropriate because of the intricacies of designing a new shuttle system for the City of Newton. He has determined that an RFP is the best method for ensuring the City’s goals are met, at a competitive price.

**II. INTRODUCTION**

The City of Newton (“City”) is soliciting proposals from qualified companies to provide a technology enabled transportation service that will provide trips to core users: Newton seniors, people with disabilities, qualified low-income individuals, and a limited number of select youth within and just beyond Newton. The selected Vendor will provide affordable, reliable, convenient, sustainable, friendly, easy to use, and efficient transportation to customers. The Vendor will cost-effectively deliver the service using state-of-the-art technology, such as on-demand trips and dynamic routing. We anticipate transportation network companies and/or companies providing rideshare and microtransit could provide this service.

Should additional funding become available, the Vendor must be able to efficiently and expeditiously expand the system by request of the City including expanding the service area, ridership, hours of operation, or other service parameters. The service replaces Newton’s existing transportation service, operated by Via, NewMo.

The contracted Vendor will offer a turnkey transportation service that provides:

- System Design and Planning
- Vehicles including maintenance, cleaning and inspection
- Drivers and driver training
- Customer Service, onboarding and reservations
- Marketing
- Insurance
- Reporting & Data
- Project Management, including grant compliance
- (Optional) Fundraising, may be offered by Vendor

The City intends to award one contract to the Vendor with the most advantageous Technical and Price Proposals. The contract will be for one year with two options to renew for one year each.

Proposers must demonstrate a minimum of one year of successful experience in the provision of transportation services. Experience with transporting senior citizens or other populations with unique needs is preferred.

**III. SCHEDULE**

**Key Dates for This Proposal:**

<b>RFP Released:</b>	<b>November 9, 2023 at 10:00 AM</b>
<b>Pre-Bid Meeting (Zoom Conference)</b>	<b>November 16, 2023 at 10:00 AM</b>
<b>Question(s) Submittal Deadline:</b>	<b>December 1, 2023 at 12:00 Noon</b>
<b>Questions Answered:</b>	<b>On or before 5:00 PM Monday, December 4, 2023</b>
<b>Proposal Due:</b>	<b>December 7, 2023 at 10:00 AM</b>

**IV. INSTRUCTIONS TO PROPOSERS**

**A. GENERAL**

All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the Chief Procurement Officer in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Room 108, Newton, MA 02459, no later than **10:00 a.m., December 7, 2023**.

Proposals shall consist of two parts: (i) a Technical Proposal, which shall consist of all information responsive to this RFP except price and (ii) a Price Proposal.

Proposers shall submit one (1) ORIGINAL and one (1) copy and one (1) digital copy of the Technical Proposal and one (1) ORIGINAL of the Price Proposal. Please ensure that Technical and Price Proposals are submitted in separate sealed envelopes. A Technical Proposal which includes Price Proposal information may be rejected as non-responsive.

**EMAIL AND FAXED PROPOSALS WILL NOT BE ACCEPTED.**

**B. SUBMISSION OF PROPOSAL**

**One original** and **copies** of the TECHNICAL and one **original (no copies)** of the PRICE PROPOSALS must be submitted in **separate sealed** envelopes, plainly marked:

**“TECHNICAL PROPOSAL - RFP #24-31 NEWTON CITYWIDE TRANSPORTATION SERVICES**

and

**“PRICE PROPOSAL - RFP #24-31 NEWTON CITYWIDE TRANSPORTATION SERVICES**

along with your company’s name on both envelopes.

**IF PRICE IS INCLUDED IN THE TECHNICAL PROPOSAL, THE PROPOSAL MAY BE DISQUALIFIED.**

1. The Proposer’s technical proposal shall be signed by a duly authorized representative and submitted with **Attachment B- Technical Proposal Cover Sheet** (p. 42) and shall include but not be limited to the narrative descriptions outlined on the sheet entitled Technical Proposal - Minimum Criteria
2. The Final Bid Price to be paid to the City shall be submitted on **Attachment A** (p. 40). This completed form shall be signed by an authorized representative of the Proposer.

**C. QUESTIONS:** Inquiries involving procedural or technical matters should be directed **before noon on December 1, 2023, in writing** to:

Purchasing Department  
City of Newton  
1000 Commonwealth Avenue  
Newton Centre, MA 02459  
FAX (617) 796-1227  
E-mail: [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

Addenda will be emailed to every individual or firm on record as having taken a this RFP. If you have downloaded the RFP from the internet, you must make your company known to the City of Newton Purchasing Department by emailing or faxing your company’s name, address, phone and fax number and include the RFP number (#24-31) you would like to be recorded as taking. It is the Proposer’s sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Copies of addenda will be made available for inspection at the location listed in the City’s Purchasing Department will be posted to the City’s website [www.newton.ma.gov/bids](http://www.newton.ma.gov/bids).

**All proposers must acknowledge each Addendum in both the TECHNICAL and PRICE proposals.**

- D. EXAMINATION OF DOCUMENTS:** Each Proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The Proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.
- E. PROPOSAL ACCEPTANCE.** The City will give notice of the acceptance of the proposal and intention to award a contract by emailing copies of the contract to the winning proposer. Upon receipt of the contract, the successful Proposer shall deliver it, duly signed, and properly executed, within ten (10) calendar days of receipt of the notice of acceptance with all required documentation. If the successful Proposer fails to execute the Agreement within such time period, the City may accept another proposal. The failure of any Proposer to examine the Agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted. The City reserves the right to reject any or all proposals, or any part(s) thereof, if in the best interest of the City to do so, and to amend the Agreement as the City deems to be in its best interest. The City reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular Proposer if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the City.

Each out-of-state Proposer shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the State of Massachusetts. Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and will be rejected.

- F. **TECHNICAL PROPOSAL.** The technical proposal shall consist of documentation that the Proposer satisfies the minimum criteria as set forth in this document. Proposer’s response to the evaluative criteria as set forth in this document
- G. **ACCEPTANCE OF PROPOSAL CONTENT.** All or part of the successful proposal submitted shall become incorporated into the final contract documents.
- H. **PROPOSAL EXPENSES.** Expenses for developing the proposals are entirely the responsibility of the Proposer and shall not be chargeable in any manner to the City.
- K. **CONTRACT AND TERM.** The contract between the City and the Proposer shall not take effect until signed by both parties and approved by the Mayor of the City of Newton. **The term of the contract shall extend for twelve (12) months from day of execution of contract. There will be two (2) one-year renewal options, at the sole discretion and approval by the City.**
- L. **INSURANCE REQUIREMENTS -** The Contractor will provide the City with one or more certificates of insurance reflecting Comprehensive General Liability Insurance as follows:

Worker’s Compensation	
	Per M.G.L.C. 149, §§34 & 152
Commercial General Liability	
General aggregate	\$5,000,000
Products	\$2,000,000
Personal & advertising injury	\$2,000,000
Each occurrence	\$1,000,000
Fire damage	\$100,000
Medical expense	\$5,000
Vehicle Liability	
Personal Injury	\$500,000 per occurrence
	\$1,000,000 aggregate
Property Damage	\$300,000 aggregate

The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.

- M. **PERFORMANCE BOND.** N/A
- N. **FORCE MAJEURE.** Neither the City nor the Proposer shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.
- O. **TERMINATION** The Proposer shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of the agreement in the same condition that they were received.
- P. **NON-DISCRIMINATION/EQUAL OPPORTUNITY.** The Proposer shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City of Newton facilities.
- Q. **ASSIGNMENT.** The Proposer shall not assign or subcontract any portion of the operation without prior written approval from the City.
- R. **INDEPENDENT CONTRACTOR.** The Proposer and its employees will operate as an independent contractor and are not considered to be City of Newton employees.
- S.
- V. **PROJECT GOALS**

The transportation service (“Project”) will provide rides to qualified Newton riders, initially seniors, low-income riders, people with disabilities and select students, within and beyond Newton and potentially throughout the region. The qualified riders, service area and/or other may be changed or expanded, as funding allows, by request of the City.

Specific goals, in order of priority, include:

- A. Mobility - Provide affordable, reliable, convenient, sustainable, friendly, easy to use, and efficient transportation within and just beyond Newton that complements the MBTA including providing first/last mile access to transit, and filling gaps in MBTA service.
- B. Equity - Provide low-income residents, seniors, people with disabilities and select youth access to transportation.
- C. Sustainability - Reduce greenhouse gas emissions and single occupancy vehicle trips by providing first/last mile access to transit, employing zero or low-emissions vehicles and/or providing shared rides as possible.
- D. Economic Development (if service expands) Increase access to jobs to foster a thriving business community.

If additional funding becomes available, additional goals are:

- E. Expand riders to include other ages and people who work in Newton
- F. Expand hours of operation
- G. Expand locations outside of Newton

## VI. BACKGROUND

For more than 10 years the City of Newton offered a transportation service for seniors to access medical appointments, shopping, and other destinations in Newton, with the goal of helping seniors maintain their quality of life as they age. By the mid-2010’s, the service was regularly providing more than 20,000 senior trips per year.

In 2019, the City reinvented its senior transportation system to launch NewMo, in partnership with Via, to take advantage of recent technological improvements, such as on-demand and app-based reservation to enhance the service to seniors. With operating partner, Via, NewMo provided seniors 20,000 on-demand and prescheduled shared-ride trips, using microtransit technology. Seniors could book by phone or app and branded vehicles would pick up seniors at their door and take them to their destination for \$2 per trip.

In 2021, with grant funding from Massachusetts Department of Transportation and the Metropolitan Planning Organization of the Federal Transportation Authority (FTA), NewMo expanded citywide providing unlimited \$2 corner-to-corner shared rides to everyone to go anywhere in Newton and just beyond. Service operated weekdays from 7 AM – 6:30 PM, and for seniors on weekends from 9 AM – 12 PM. The system provided special rates for low-income residents, \$.50; and special accommodations, door-to-door service, for people with disabilities. The highly successful citywide service provided more than 120,000 trips (78,000 in the last 12 months) to more than 4,000 people, far exceeding the City’s mobility, equity, sustainability, and economic development goals for the service. Seniors, students, and low-income residents were heavy users of the system.

On July 1, 2023, rates were raised nominally to help generate additional revenue to continue the system. In September 2023, due to funding constraints, Newton downsized NewMo to serve only the highest priority riders: seniors, low-income riders, people with disabilities and high-needs students, providing trips within and just beyond Newton.

Unless further funding is secured, seniors, low-income riders, people with disabilities and high-needs students remain the Project’s sole priority. The City will work with the new Vendor to review and adjust service parameters, including service hours, shared rides, service area, customer service, pre-booking vs on-demand, and pricing to determine the best meet the needs of its riders.

More background information and data on NewMo can be found in the Appendix (p. 20).

## VII. SCOPE OF WORK - OVERVIEW

The Vendor will provide a turnkey transportation service offering affordable, reliable, convenient, sustainable, and efficient transportation to customers. It is anticipated the service will provide 22,000-27,000 one-way trips for the first year to seniors, low-income riders, people with disabilities and select students. The City will determine service parameters for the vendor to implement. The initial proposed service parameters are provided below.

- A. Business Model – The City will pay the Vendor an operations fee for the following services: system design and planning, vehicles, drivers, customer service including onboarding and reservations, insurance, marketing, reporting and data, and project management. The City may hire the Vendor, at its discretion, to perform fundraising.
- B. Technology – The Vendor will employ state-of-the-art technology to provide efficient operations and a high level of service. Customers will be able to request trips in real-time or by advanced or recurring reservations, using a smartphone, or calling customer service. Riders will be able to track vehicles in real-time using a smartphone and have real-time arrival time information.



The payment and pricing system will be flexible, with the ability to charge different rates for different user groups, trip lengths or destination type, cap the number of trips per rider per period, or cap the amount of City subsidy per trip.

- C. Hours of Operation- The City currently operates the following service hours, which are subject to change. 24/7 service has been frequently requested by riders and would be beneficial.
  - a. Weekdays 7:00 AM – 6:30 PM
  - b. Weekends (Saturday, Sunday) 9:00 AM – 12:00 PM
- D. Service Area – The system will serve all points in Newton and select destinations or service area, as provided by the City, outside of Newton. Service to all points in metro-Boston has been frequently requested and would be beneficial if it could be provided in a cost-efficient manner. An example of a manner in which this could be done would be if the City subsidizes a fixed amount for the trip and the rider pays all additional costs.
- E. Special Assistance – Vendor must offer door-to-door service for seniors and people with disabilities, offer sufficient wheelchair accessible vehicles (“WAVs”) to meet ADA requirements and support riders getting into and out of the vehicles, including carrying bags as requested.
- F. Drivers - Drivers will be professional, friendly, courteous, and trained to work with seniors and other special needs groups. Drivers will assist users with getting into and out of the vehicle as needed, including carrying bags.
- G. Vehicles - Vehicles will be clean, comfortable, and readily identifiable. Vendor will select appropriate vehicles to meet demand. WAVE and low-entry vehicles will be available as required to accommodate users with mobility impairments. As possible, vehicles will use electric or hybrid technology. Vendor may lease or own the vehicles.
- H. Fares - The City will establish a fare structure to be consistent with the Project’s goals while ensuring long-term financial viability. The City anticipates subsidizing fares for riders. Fare revenue that is returned to the City will be reinvested into the system.
- I. Data – Detailed trip and user data will be made available to the City.
- J. Level of Service – Vendor will provide a high level of service. Key performance indicators include customer satisfaction ratings, wait times/headways, on-time performance, trip completion ratings, customer service responsiveness and overall trips provided.
- K. Marketing – The Vendor will support the City’s marketing efforts.
- L. Fundraising (Optional) – Vendor has the option to offer some or all fundraising services related to sponsorship, grants or advertising prospecting, solicitation and/or management. The City has the option to request these services if offered.

## VIII. SERVICE SPECIFICATIONS

This section describes the required and desired specifications of the service to be performed.

### A. Project Management

- a. The following features are required:
  - i. Vendor will assign a single point of contact, project manager or liaison to work with the City to discuss system and/or resolve issues. Vendor’s point of contact will meet with City upon request
  - ii. Vendor will participate in weekly calls with the City, during the term of the contract, to discuss operations and general topics, as requested by the City. Calls may be more frequent, up to daily, to troubleshoot specific issues and/or during key time periods such as pre-launch and launch, as requested by the City
  - iii. Vendor will comply with all requirements associated with all funders, including but not limited to federal, state, and local grants.
  - iv. This project uses FTA funding. Vendor will comply with all requirements of the FTA Vendor including but not limited to the below requirements and will participate in the annual FTA audit and provide timely responses to all audit requests. (See appendix xx for FTA requirements)
  - v.

### B. Technology

- a. The following features are preferred:
  - i. Smartphone app for riders for onboarding, reservations, and customer service
  - ii. Advanced, recurring, and real-time reservation options
  - iii. Dynamic routing to provide shared rides
  - iv. Data dashboard made available to City to see comprehensive data
  - v. Ability for rider to contact driver via text or phone to troubleshoot reservation
  - vi. Vehicle tracking via GPS, so riders can see location of vehicles in real-time
  - vii. Ability to notify riders of delayed or cancelled trips, via multiple mechanisms, with as much notice as possible
  - viii. Automated system linking rider or address to special instructions (e.g., senior requiring assistance in/out of vehicle, clarification on which door of building to stop at)
  - ix. Payment system built into platform
  - x. System to import all rider information from existing platform so riders do not need to re-register for new system, provided existing vendor, Via, can provide data. (e.g., existing riders are automatically registered for new system)

#### C. Service Parameters

- a. The following features are required:
  - i. Ability for the City to designate the service area as either large polygons, such as the entire City, and select addresses
  - ii. Vendor can change parameters including service hours, service area, fare and pricing structure, in response to City requests.
- b. The following features are preferred:
  - i. Backup system, such as a partnership with another vendor, to accommodate rider requests during unexpected demand surges, and/or maintain service when system, drivers or vehicles are unavailable.
  - ii. Average wait times/ headways and trip durations, preferably less than 20 minutes
  - iii. Ability to provide corner-to-corner and door-to-door service

#### D. Customer Service, Onboarding and Reservations

- a. The following features are required:
  - i. System is user-friendly and accessible via app and by calling customer service. Phone customer service can be provided directly by Vendor or via a subcontractor
  - ii. System allows customers to sign up to use system, make reservations, cancel trips, request additional assistance, ask questions, lodge complaints, request refunds, or receive general support
  - iii. Customer service agents are professional, knowledgeable of the NewMo system, friendly, trained to work with seniors and people with disabilities, and speak English clearly.
  - iv. Rapid call response time (time to answer)
  - v. Customer service and reservations are available during all service hours plus a minimum of 15 minutes before and after closing, to ensure all trips can start on time at the beginning of the day and are successfully completed at the end of the day.
- b. The following features are preferred:
  - i. Customer service available in multiple languages
  - ii. Dedicated NewMo customer service agents, with overflow calls going to general agents
  - iii. Customer service based in the United States or an English-speaking country.

#### E. Trip Fares and Payment System

- a. The following features are required:
  - i. Fares are determined by the City
  - ii. Trip fare is transparent, so customers know the price of trip in advance of taking the trip
  - iii. Vendor will provide City unique codes for the City to distribute to seniors, low-income riders and people with disabilities that will allow them to register to use the system. Or Vendor will work with the City to identify and qualify individuals to use the system through a mutually agreed upon mechanism.
- b. The following features are preferred:
  - i. System can accept automated payments and cash
  - ii. System can automatically charge different fares for different user groups (e.g., seniors versus students), different trip types (e.g., to/from transit versus general trips).
  - iii. System can cap number of trips per rider per period (e.g., maximum 5 trips per month)

- iv. System can allow City to subsidize rides up to a certain amount (e.g., Rider pays first \$2 of trip, City pays up to the next \$8, then rider pays remaining balance).
- v. Vendor will work with organizations that want to set up system to pay for trips for select members of their community (e.g., YMCA wants to cover fares for riders coming to/from their location) Vendor will arrange payment system directly with businesses or organizations.
- vi. Vendor has system for accepting payments by riders without traditional bank accounts or credit cards. (e.g., system can accept fares by customers without a credit or debit card)

**F. Mobility Accommodations & ADA**

- a. The following features are required:
  - i. Ability to meet the requirements of the Americans with Disabilities Act
  - ii. WAVE and/or otherwise appropriate vehicles available to guarantee service to all eligible riders
  - iii. Driver assistance for riders from the door of their home (or main entrance, if a multi-unit building) to the door of the vehicle, including helping user enter and exit the vehicle and assisting with bags and with stairs, as necessary.
  - iv. Safe and comfortable way for all users to get into and out of vehicles, particularly individuals and/or seniors who may be less steady on their feet or have difficulty with high steps
- b. The following feature is preferred:
  - v. Curb-to-curb service and/or door-to-door service provided for approved customers (e.g., seniors) upon request.

**G. Drivers & Training**

- a. The following features are required:
  - i. Professional, friendly, and courteous drivers
  - ii. Sensitivity training provided to all drivers to be able to appropriately serve senior and others
  - iii. All drivers must be properly licensed to operate the required vehicles and transport passengers
- b. The following features are preferred:
  - i. Systems in place to ensure high employee/driver satisfaction and employee/driver retention
  - ii. Comprehensive in-person training provided to all drivers
  - iii. All drivers operating this service will be trained and have current certification in the provision of Cardiac Pulmonary Resuscitation (“CPR”) and first aid.
  - iv. Upon request of the City, Vendor will remove any driver from this service whose conduct is unacceptable.

**H. Vehicles**

- a. The following features are required:
  - i. Vendor provides appropriate make, model, and quantity of vehicles to meet demand
  - ii. Vehicles are easily identifiable by the riders
  - iii. Systems in place to maintain service when a vehicle is removed from service for any reason (e.g., vehicle removed from service for needed repairs)
  - iv. Vehicles are maintained in a first-class state of repair, ensuring safe operating condition
  - v. All vehicle surfaces, interior and exterior, shall be kept in a clean, safe, and unobstructed fashion
  - vi. Compliance with all laws of the Commonwealth of Massachusetts, all ordinances of the City of Newton, and all regulations applicable to carriers engaged in the class of transportation required in this service
- b. The following features are preferred:
  - i. All or most of the vehicles are hybrid or electric
  - ii. Each vehicle shall be equipped with a functioning heating and air conditioning systems
  - iii. The City reserves the right to inspect any vehicle used in the service and/or reject the use of a vehicle deemed unsuitable

**I. Marketing**

- a. The following features are required:
  - i. General support for City of Newton marketing and outreach efforts
  - ii. Ability to send important updates to riders registered for the system, such as service changes, or service outages
  - iii. Email to all registered riders requesting they take City developed and implemented survey of transportation system.

**J. Timeline**

- a. The following features are preferred:
  - i. Fully operational within 3 months of contract execution
  - ii. Ability to implement service parameter changes, such as vehicle size and quantity, driver number, service hours, service area, customer service hours, and more promptly, preferably within 2 weeks, of request by City

K. Reporting & Data

- c. The following features are preferred:
  - i. Vendor will provide City access to a data dashboard to view all data metrics directly
  - ii. Vendor will provide City all standard reporting provided to other clients
  - iii. Vendor will ensure all the data listed on the following page available to the City in as user-friendly a format, as applicable
  - iv. Vendor will facilitate distribution of an annual rider survey, that is created and implemented by the City
  - v. City can view data on a daily, weekly, monthly, and annual basis
  - vi. Trip, revenue, and rider data is owned by City, except financial data such as credit cards.

Summary Ride Data (Available by day, week, month, year)	
<b>1. Riders</b> - # of unique and new passengers served	
<b>2. Riders</b> - # of riders registered	
<b>3. Trips</b> - # of one-way person-trips provided	
<b>4. Trips</b> - # of trips by rider type (senior, student, low-income or person with disabilities)	
<b>5. Wait Time</b> – Average and 95% wait time	
<b>6. On-Time Performance</b> – % of on-time arrivals (up to +5 minutes of scheduled)	
<b>7. On-Time performance</b> – % of completed trips and incomplete trips (by type) <sup>2</sup>	
<b>8. Unmet Demand</b> - % of rides where demand not met (e.g., no ride could be provided)	
<b>9. Utilization</b> – Total driver hours and miles	
<b>10. Utilization</b> – Total passenger hours and miles	
<b>11. Vehicles</b> – VMT by vehicle type (SUV, sedan, WAV, EV, Hybrid) for GHG emissions	
<b>12. Shared Trips</b> - % of shared trips (% of trips with 2 or more passengers)	
<b>13. Customer Satisfaction</b> – Customer ratings, on a 1-5 scale, from survey and app feedback	

Trip Level Data		
Field Name	Format (example)	Notes
<b>Trip duration</b>	MM: SS	
<b>Trip distance</b>	Feet	
<b>Start date</b>	MM, DD, YYYY	
<b>Start time</b>	HH:MM: SS (00:00:00-23:59:59)	
<b>End date</b>	MM, DD, YYYY	
<b>End time</b>	HH:MM: SS (00:00:00-23:59:59)	
<b>Start location</b>	GPS Coordinates	
<b>End location</b>	GPS Coordinates	
<b>Request time (Initial)</b>	HH:MM: SS (00:00:00-23:59:59)	
<b>Fare charged to passenger</b>	\$	
<b>Fare charged to City</b>	\$	
<b>Fare type</b>		Ex: senior, transit...
<b># of passengers in vehicle</b>	tbd	
<b>Vehicle type</b>	(WAVE, hybrid/electric, sedan, van, other)	
<b>Customer name, contact info</b>		By request only

Summary Supportive Data (By request only, except where specified)	
<b>A. Customer Service</b> - # of complaints received	
<b>B. Customer Service</b> – Average and 95% response time to digital inquiries (app, email...)	
<b>C. Customer Service</b> – Average and 95% response time to calls	
<b>D. Customer Service</b> – Summary of complaints by type, and/or full comment	

<sup>2</sup> Should breakdown incomplete trip types such as no shows, cancelled trips, seat unavailable, and reservation not accepted, etc.

**E. Vehicle Maintenance/ Cleaning** – Maintenance/cleaning report summary, by request

**F. Crash summary**<sup>3</sup> – Description, severity, location, time of day, report number

L. Service Levels

- a. The following features are required:
  - i. Vendor will commit to meeting or exceeding service levels for the metrics shown in the first column
  - ii.

Service Level Metric	Recommended Service Level
<b>Customer satisfaction rating</b>	>4.7 (out of 5) on app; >4 on City survey
<b>Wait Time</b> – Average and 95% wait times	Average <= 20 minutes 95% ETA <= 35 minutes
<b>On-Time Performance</b> – % of on-time arrivals (within 5 minutes of scheduled time)	>=85%
<b>Trip Completion</b> – % of completed trips and incomplete trips	>92% completed trips <8% incomplete trip
<b>Customer Service</b> - Response time to 95% of calls, live customer service requests (received during service hours)	<2 minutes

M. (Optional) Fundraising

Vendor has the option to provide some or all the following fundraising services upon request of the City: prospecting, solicitation and/or management of sponsorship, corporate membership, advertising, grants and/or other.

**IX. MINIMUM CRITERIA: REQUIRED VENDOR TECHNICAL PROPOSAL QUESTIONS**

In order for a proposal to be considered for further review with respect to Comparative Criterion, the Technical Proposal must demonstrate the proposer meets or exceeds certain Minimum Criteria. All Proposers must respond to all of the following questions to be considered for further evaluation: Supplemental information and/or graphics can be provided in an appendix. Responses to the first two questions are intended to be more narrative, with all remaining questions short answer format.

ID	Topic	Sub Question
1	Company Experience	Provide a general overview of your company’s history, mission, resources, experience, and leadership in the on-demand transportation space. Specifically include the following: <ol style="list-style-type: none"><li>a. When was the company founded?</li><li>b. What is the size/scale of your company in terms of contracts, vehicle quantity, annual trips, operational cities, and/or company value</li><li>c. What is your experience contracting with government agencies including size/value of contract?</li><li>e. What experience does your company have providing services like those described in this RFP?</li></ol>
2	Project Overview	Provide an overview of your approach to this project. How does your system best meet Newton’s stated goals?
3	Project Management	Describe your approach to managing this Project. Include: an organizational chart with number of FTE dedicated to this project, where staff are based, and any bios as appropriate.
4	Project Management	What is the name and contact information for the City's point of contact? What is his/her title and experience?
5	Project Management	Can you provide all the required features described in Service Specifications/Project Management?
6	Technology	Show or describe in detail the technology features of your system.

<sup>3</sup> Send as soon as possible, and within 24 hours of crash.

7	Technology	Can you provide all preferred items for Service Specifications/Technology?
9	Service Parameters	Can you provide all required and preferred items described in Service Specifications/Service Parameters? Address any you cannot provide.
12	Service Parameters	How do you accommodate unexpected demand fluctuations or surges, and/or maintain service in instances when drivers cancel, or vehicle(s) are unavailable or out of service?
13	Customer Service, Onboarding and Reservations	Can you provide all the required and preferred items described in Service Specifications/ Customer Service, Onboarding and Reservations?
14	Customer Service, Onboarding and Reservations	Describe or show the following processes, as experienced by the user (please include any graphics in an appendix): a. Onboarding/ sign-up to use system b. Booking a trip c. Cancel trip d. Request special assistance (e.g., WAVE, door-to-door service, assistance in/out of vehicle) e. Ask questions/ make complaints/request refunds/ receive general support
15	Customer Service, Onboarding and Reservations	Can customers make advance, on-demand, and recurring reservations?
16	Customer Service, Onboarding and Reservations	During what hours are customer service, sign up and reservations available by: a. phone b. smartphone or website
17	Customer Service, Sign-up and Reservations	Describe your customer service team in detail. Where is customer service based? How many FTE customer service agents are dedicated to this project? What kind of training do they receive? Where is customer service based?
18	Trip Fares and Payment System	Describe your trip fare and payment system. Address all required and preferred items and how they would work.
19	Trip Fares and Payment System	Can you provide all the required and preferred items described in Service Specifications/Trip Fares and Payment Systems?
20	Mobility Accommodations & ADA	Describe how you will meet all required and preferred elements including how you will meet the requirements of the Americans with Disabilities Act.
21	Drivers & Training	Can you provide all the required and preferred features in Service Specifications/Drivers & Training?
22	Drivers & Training	Describe in detail the training provided to driver, including length of training, and whether there is an in-person component?
22	Drivers & Training	What is your process for dealing with driver complaints and offboarding of problem drivers? What is your process for resolving complaints about drivers?
23	Drivers & Training	How do you ensure high rates of driver/employee satisfaction and driver retention rates? How do you manage driver turnover and attrition to always ensure a sufficient number of drivers are available to drive vehicles?
24	Vehicles	Can you provide all the required and preferred features in Service Specifications/Vehicles
25	Vehicles	What is the quantity, make, model, passenger size of vehicles you propose using for each phase of this project?

<b>26</b>	Vehicles	What percentage of the fleet used will be hybrid vehicles, plug-in-hybrid electric vehicles, electric vehicles, or other low or no emissions vehicles? a. What if any needs from the City do you have to support your use of these vehicles? Are any of these needs requirements? b. If you are not using slow-or no emissions vehicles, what efforts is your company making to move towards using low or no emissions vehicles that would impact this Project during the term of the contract.
<b>28</b>	Vehicles	How will the customer be able to identify the vehicles as part of this service? Will vehicles be branded specifically for Newton?
<b>29</b>	Vehicles	Do you intend to sell advertising on the vehicles? Please describe
<b>30</b>	Marketing	Can you meet the required elements of Service Specifications/Marketing?
<b>31</b>	Timeline	How long will it take your team to be operational after contract execution? Provide a timeline of relevant milestones from contract execution through the end of year 1.
<b>32</b>	Timeline	How many days are required to implement the following changes after a request from the City? a. Expand service area or zones b. Change make or model of vehicle(s), as applicable c. Change number of vehicles to meet shifting demand patterns d. Expand or contract hours of operation
<b>33</b>	Reporting & Data	Please describe the data you will provide to the City. In what format and frequency will you provide it?
<b>34</b>	Reporting & Data	Can you provide all the required and preferred features in Service Specifications/Data and Reporting?
<b>35</b>	Reporting & Data	The City wishes to own the all trip, revenue and rider data. What if any modifications to your standard policies need to take place to enable the City to own the data. Specifically, we have a strong connection to our senior riders and will need to be able to contact specific senior riders as needed.
<b>36</b>	Service Levels	What are your proposed service levels for all of the items in Service Specifications/ Service Levels?
<b>37</b>	Fundraising	Describe your approach to all aspects of fundraising described in Service Specifications/Fundraising.
<b>38</b>	Conclusion	Is there anything you would like to add?

## X. COMPARATIVE CRITERIA

Proposals that meet or exceed the Minimum Criteria will be evaluated and rated based on the following Comparative Criteria. The City reserves the right to ask any proposer to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) to each Proposal in each of the following categories. A composite rating will then be determined. Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

### Proposals shall be evaluated based on the following ten (10) criteria:

#### A. Company Experience

Highly Advantageous	A rating of highly advantageous will be given to Vendors that demonstrate extensive experience operating similar transportation systems
Advantageous	A rating of advantageous will be given to Vendors that demonstrate reasonable experience operating similar transportation systems
Not Advantageous	A rating of not advantageous will be given to Vendors that demonstrate limited experience operating similar transportation systems
Unacceptable	A rating of unacceptable will be given to Vendors that demonstrate minimal or no experience operating similar transportation systems

#### B. Project Overview & Project Management

Highly Advantageous	A rating of highly advantageous will be given to Vendors that present a highly compelling proposal that demonstrates a superb ability to deliver on the City's goals, vision and service specifications
Advantageous	A rating of advantageous will be given to Vendors that present a compelling proposal that demonstrates a reasonable ability to deliver on the City's goals, vision and service specifications
Not Advantageous	A rating of not advantageous will be given to Vendors that present a proposal that demonstrates a limited ability to deliver on the City's goals, vision and service specifications
Unacceptable	A rating of unacceptable will be given to Vendors that present a proposal that does not demonstrate an ability to deliver on the City's goals, vision and service specifications promoting sustainable transportation

#### C. Technology

Highly Advantageous	A rating of highly advantageous will be given to Vendors that employ technology to maximize flexibility and user-friendliness for the customer and City, and employ most of the preferred technology features
Advantageous	A rating of advantageous will be given to Vendors that employ technology to provide flexibility and user-friendliness for the customer and City, and employ a majority of the preferred technology features
Not Advantageous	A rating of not advantageous will be given to Vendors that employ technology to provide limited flexibility and user-friendliness for the customer and City, and employ some of the preferred technology features
Unacceptable	A rating of unacceptable will be given to Vendors that minimally provide the preferred features and offer little to no flexibility nor user-friendliness for the customer and City



#### **D. Service Parameters**

Highly Advantageous	A rating of highly advantageous will be given to Vendors that provide a highly coherent and compelling service plan that successfully meets or exceeds the City’s goals, and efficiently and reliably serves anticipated demand
Advantageous	A rating of advantageous will be given to Vendors that provide a coherent and reasonable service plan that meets the City’s goals, and serves anticipated demand
Not Advantageous	A rating of not advantageous will be given to Vendors that provide a service plan that only partially meets City’s goals, and serves some of anticipated demand
Unacceptable	A rating of unacceptable will be given to Vendors that provide an incomplete or severely flawed service plan

#### **E. Customer Service, Onboarding and Reservations**

Highly Advantageous	A rating of highly advantageous will be given to Vendors that offer a user-friendly system with superb customer service that meets the unique needs of seniors, people with disabilities and low-income riders and has the option to provide the preferring items.
Advantageous	A rating of advantageous will be given to Vendors that offer a reasonably user-friendly system with good customer service that meets the unique needs of seniors, people with disabilities and low-income riders
Not Advantageous	A rating of not advantageous will be given to Vendors that offer a minimally user-friendly system and makes no special accommodations the unique needs of seniors, people with disabilities and low-income riders
Unacceptable	A rating of unacceptable will be given to Vendors that do not offer a user-friendly system nor provide the required or services

#### **F. Drivers & Training, Vehicles**

Highly Advantageous	A rating of highly advantageous will be given to Vendors that excel in providing: an appropriate quantity and type of well-maintained and clean vehicles, an appropriate supply of professional, friendly, well-trained drivers, a fleet comprised mostly of low or no emissions vehicles, and/or can provide most or all preferred features
Advantageous	A rating of advantageous will be given to Vendors that provide: an appropriate quantity and type of well-maintained and clean vehicles, an adequate supply of professional, friendly, well-trained drivers, a fleet including some low and no emissions vehicles, and/or can provide many of the preferred features
Not Advantageous	A rating of not advantageous will be given to Vendors that provide to a limited degree only: an appropriate quantity and type of well-maintained and clean vehicles, an appropriate supply of professional, friendly, well-trained drivers, a plan for hybrid/electric vehicles, and/or preferred features
Unacceptable	A rating of unacceptable will be given to Vendors that do not meet the required specifications

#### **G. Timeline**

Highly Advantageous	A rating of highly advantageous will be given to Vendors that can launch within 3 months of contract execution and have a high degree of flexibility to expand or contract the system to meet demand with minimal time delay
Advantageous	A rating of advantageous will be given to Vendors that can launch within 4.5 months of contract execution, and have at least a reasonable degree of flexibility to expand or contract the system to meet demand with reasonable time delay

Not Advantageous	A rating of not advantageous will be given to Vendors that can launch within 6 months of contract execution, and have at least a limited flexibility to expand or contract the system to meet demand
Unacceptable	A rating of unacceptable will be given to Vendors that cannot launch within 6 months of contract execution, and/or do not have flexibility to expand or contract the system to meet demand.

**H. Reporting & Data**

Highly Advantageous	A rating of highly advantageous will be given to Vendors that provide the City substantial and highly useful data in a compelling format, and provide nearly all of the preferred items
Advantageous	A rating of highly advantageous will be given to Vendors that provide the City useful data in a compelling format, and provide most of the preferred items
Not Advantageous	A rating of highly advantageous will be given to Vendors that provide the City data, and provide some of the preferred items
Unacceptable	A rating of unacceptable will be given to Vendors that minimally provide data and the preferred items

**I. Service Levels**

Highly Advantageous	A rating of highly advantageous will be given to Vendors that provide stringent service levels meeting or exceeding most of the preferred levels of service
Advantageous	A rating of advantageous will be given to Vendors that provide adequate service levels meeting or within range of most the preferred levels of service
Not Advantageous	A rating of not advantageous will be given to Vendors that provide weak service levels relative to the preferred levels of service
Unacceptable	A rating of unacceptable will be given to Vendors that do not provide service levels

**J. Interviews & Follow-up Questions (If Conducted)**

Highly Advantageous	A rating of highly advantageous will be given to Vendors that provide a highly professional presentations, clear and concise responses to interview questions, and clarify any issues raised by the evaluation team.
Advantageous	A rating of advantageous will be given to Vendors that provide professional presentations, reasonable responses to interview questions and adequately clarify any issues raised by the evaluation team.
Not Advantageous	A rating of not advantageous will be given to Vendors that provide unprofessional presentations, minimal responses to interview questions and fail to adequately clarify any issues raised by the evaluation team.
Unacceptable	A rating of unacceptable will be given to Vendors that do not provide incoherent presentations, do not respond to interview questions and do not clarify issues raised by the evaluation team.

**XI. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT**

The contract will be awarded to the Proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. Any proposer which submits a price that is abnormally low or high, as determined by the City, may be rejected as unrealistic. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

As used herein, the term “qualified, responsible and eligible proposer” shall be defined as a proposer which has demonstrated the skill, ability, and integrity necessary to the faithful performance of the contract.

A reference check will be performed by staff to determine the qualifications and history of proposer's previous contract(s) of comparable size.

In evaluating proposals, the City will consider the qualifications of only those proposers whose proposals are in compliance with the prescribed requirements. The City reserves the right to reject any proposal if the evidence submitted by, or the reference check of such proposers fails to satisfy the City that the proposers is properly qualified to carry out the obligations of the contract.

**END OF SECTION**

## XII. Appendix

### A. Supplementary Trip and Survey Data—Current Vendor

<b>2022 NewMo Survey, Seniors</b>	<a href="https://www.surveymonkey.com/stories/SM-P8xtcg4chXF0jnTxTdffYw_3D_3D/">https://www.surveymonkey.com/stories/SM-P8xtcg4chXF0jnTxTdffYw_3D_3D/</a>
<b>2022 NewMo Survey, All Riders</b>	<a href="https://www.surveymonkey.com/stories/SM-yimucqhgF4_2FwKdKDdMBN7Q_3D_3D/">https://www.surveymonkey.com/stories/SM-yimucqhgF4_2FwKdKDdMBN7Q_3D_3D/</a>
<b>Electric vehicle charging infrastructure in Newton</b>	<a href="https://chargehub.com/en/countries/united-states/massachusetts/newton.html?city_id=885">https://chargehub.com/en/countries/united-states/massachusetts/newton.html?city_id=885</a>

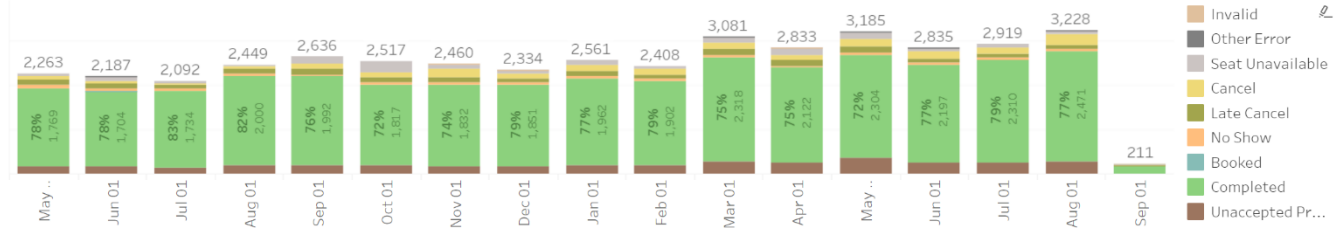
### Ride Data, NewMo 7/2021 – 7/2023

#### NewMo Ride Data, All Riders

Date	Monthly Trips	Active Riders	New Riders	Net Driver Hours	Utilization	Wait Time (Min)	Avg Trip Rating
Jul-21	792	179	81	21	2.5	11.9	4.9
Aug-21	1224	218	53	945	1.3	13.3	4.9
Sep-21	1239	210	43	952	1.3	13.7	4.9
Oct-21	1469	287	114	1170	2.1	11.2	4.9
Nov-21	3075	389	330	1439	2.4	15.1	4.9
Dec-21	3297	432	224	1391	2.4	18	4.9
Jan-22	3668	497	229	1551	2.6	14.6	4.9
Feb-22	3982	581	220	1510	3.1	15.9	4.9
Mar-22	6249	769	292	2009	3	18.9	4.9
Apr-22	4997	706	213	1643	3	20.3	4.9
May-22	5395	765	228	1723	3.1	24.3	4.9
Jun-22	5643	871	297	1817	3.1	22	4.9
Jul-22	5043	695	277	1682	3	21	4.9
Aug-22	6015	836	297	1978	3	21	4.9
Sep-22	5500	844	269	1820	3	24	4.9
Oct-22	5136	762	230	1719	2.9	27	4.9
Nov-22	6051	900	252	2069	2.9	23	4.9
Dec-22	6146	973	256	2158	2.8	22.4	4.9
Jan-23	6673	1006	266	2113	3.2	24.6	4.9
23-Feb	6600	1296	249	2070	3.2	24	4.9
23-Mar	8111	1241		2440	3.3	27	4.9
23-Apr	6501	1264		2019	3.2	27	4.9
23-May	7191	1368		2371	3	27	4.9
23-Jun	5704	1175		2253	2.5	24	4.9
23-Jul	5097	879		1999	2.5	22	4.9

## Ride Data, NewMo, Seniors Only 7/2021 – 7/2023

Requests Status i



## 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 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.

### RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using non-appropriated 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.

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<sup>4</sup> As partial funding for the Project is provided by the FTA, the City and the Vendor are required to comply with certain FTA contract terms.

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

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

#### Certification and disclosure.

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

(1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

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

(1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

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

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) 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.

## 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.

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

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

b) **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

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

**4 Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their



responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

#### A. 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. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

**5. 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.

#### CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

##### Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the nonfederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

#### Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4)

of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

## **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

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

## **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, each FTA Recipient must include in each prime contract a provision stating that 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).

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of

such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **NOTICE TO THIRD PARTY PARTICIPANTS**

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.

## **FLY AMERICA**

a) Definitions. As used in this clause—

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

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

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

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

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

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

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

## **FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

(1) The contractor certifies that it:

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

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

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

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

## **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.

## **NOTIFICATION TO FTA**

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 sub agreements 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.

## **SOLID WASTES**

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

## **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.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

## PROMPT PAYMENT

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

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

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

## PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

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

- 1.U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

## SAFE OPERATION OF MOTOR VEHICLES

### B. 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.

### C. Distracted Driving

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

## SCHOOL BUS OPERATIONS

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

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

If Contractor violates this School Bus Agreement, FTA may:

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



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

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

## **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.

## **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

## **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.

## **TERMINATION**

### Termination for Convenience (General Provision)

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

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

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

### Opportunity to Cure (General Provision)

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

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

### Waiver of Remedies for any Breach

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

#### Termination for Convenience (Professional or Transit Service Contracts)

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

#### Termination for Default (Supplies and Service)

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

#### Termination for Default (Transportation Services)

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

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount will be resolved under the Dispute clause.

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

#### Termination for Default (Construction)

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

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

#### Termination for Convenience or Default (Architect and Engineering)

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

process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

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

#### Termination for Convenience or Default (Cost-Type Contracts)

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

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

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

## **TRAFFICKING IN PERSONS**

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

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

## **VIOLATION AND BREACH OF CONTRACT**

### **D. 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.

### **E. 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.

### **F. 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.

### **G. 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.

**H. 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.

**END OF SECTION**

Federal Certifications

**CERTIFICATION AND RESTRICTIONS ON  
LOBBYING**

I, \_\_\_\_\_ hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Bidder/Company Name: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**GOVERNMENT-WIDE DEBARMENT SUSPENSION  
(NONPROCUREMENT)**

---

Requires the consent of a Federal official, and 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:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Non-procurement 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 (Non-procurement),” 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.

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

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

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

**Certification**

Contractor:  Signature of Authorized Official:   
 Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

**XIII. Attachment A - Price Proposal**

Price Proposal – RFP #24-31

**NEWTON TRANSPORTATION SERVICES**

This form must be completed and placed in a **separate** sealed envelope marked  
**Price Proposal - Newton Transportation Services**

Name of Firm or Individual Submitting Proposal: \_\_\_\_\_  
(Please Print Clearly)

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone / FAX #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Proposer acknowledges the following Addenda: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

The City accepts multiple pricing models including a flat fee for service, fee per trip and fee for vehicle service hour. Passenger fares will be set by the City with all revenue returned to the City, unless otherwise proposed by the Vendor.

The City needs to be able to compare Price proposals across various pricing models that it may receive. As such, a price estimate is required for providing 25,000 intra-Newton trips.

1. Provide a brief overview of your pricing model?
2. Please provide a budget showing anticipated costs and revenue for contract years one through three.
3. Ensure you fill in the section of the pricing template that helps the City determine the price for any service changes or upgrades, if applicable, including but not limited to:
  - a. Cost for additional service hours or trips
  - b. Cost to change vehicles to larger or smaller vehicles, or electric vehicles
  - c. Cost for customer service team exclusively dedicated to NewMo and/or based in the United States. Please include these options as additional costs if they are not part of your standard customer service systems used in other markets.
4. Describe all additional fees or costs that may be charged to the City, that are not included in your price template, including items such as any credit card or transaction fees applied to fare revenue.
5. If you are not proposing to use electric vehicles, please describe any additional fees required on a per vehicle basis to upgrade vehicles to electric.



6. If you are proposing to do fundraising, please describe your fees for fundraising services. These should not be included in the template.
7. Is there anything else you would like to add?

**END OF SECTION**

**XIV. Attachment B - Technical Proposal Cover Sheet**

Technical Proposal #24-31

**NEWTON CITYWIDE TRANSPORTATION SERVICES**

This form and accompanying materials must be completed and placed in a **separate** sealed envelope marked

**Technical Proposal – Newton Citywide Transportation Services**

Name of Firm or Individual Submitting Proposal: \_\_\_\_\_  
(Please Print Clearly)

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone / FAX #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Proposer acknowledges the following Addenda: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Vendor Signature \_\_\_\_\_  
(Title) \_\_\_\_\_

Name of Vendor \_\_\_\_\_

Date: \_\_\_\_\_

- Enclosures: Bidders Qualifications and References Form  
Certificate of Non-Collusion  
Certification of Tax Compliance  
Certificate of Foreign Corporation (if applicable)  
Debarment Letter  
IRS W-9 Form  
Business Category Information Form

**CITY OF NEWTON**

**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_

2. WHEN ORGANIZED: \_\_\_\_\_

3. INCORPORATED? \_\_\_\_ YES \_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_

4. IS YOUR BUSINESS A MBE? \_\_\_\_ YES \_\_\_\_ NO WBE? \_\_\_\_ YES \_\_\_\_ NO or MWBE? \_\_\_\_ YES \_\_\_\_ NO

\* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?

\_\_\_\_ YES \_\_\_\_ NO

IF YES, WHERE AND WHY?

\_\_\_\_\_  
\_\_\_\_\_

\* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_ YES \_\_\_\_ NO

IF YES, PROVIDE DETAILS.

\_\_\_\_\_  
\_\_\_\_\_

\* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

*END OF SECTION*

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

---

(Signature of individual)

---

Name of Business

**CERTIFICATION OF TAX COMPLIANCE\*\***

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
Signature of Individual (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
or Federal Identification Number

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Corporate Name

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

Print Officer Name: \_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

## CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

---

**(Jurisdiction)**

**The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.**

---

**Name of person signing proposal**

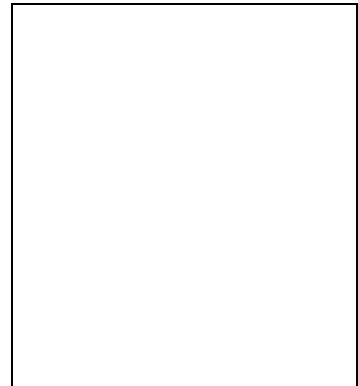
---

**Signature of person signing proposal**

---

**Name of Business (Please Print or Type)**

*Affix Corporate Seal here*



City of Newton



Mayor  
Ruthanne Fuller

**Purchasing Department**

Nicholas Read @ *Chief Procurement Officer*  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

Date \_\_\_\_\_

Vendor \_\_\_\_\_

Re: Debarment Letter for Invitation For Bid # \_\_\_\_\_

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

**Debarment:**

**Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Signature  
Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.



**Request for Taxpayer  
 Identification Number and Certification**

**Give form to the  
 requester. Do not  
 send to the IRS.**

**Name (as shown on your income tax return)**

---

**Business name, if different from above**

---

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

**Address (number, street, and apt. or suite no.)** **Requester's name and address (optional)**

---

**City, state, and ZIP code**

---

**List account number(s) here (optional)**

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	<b>Signature of U.S. person</b> ▶	<b>Date</b> ▶	<b>Name</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**Business Category Information Form\***

**IFB No. 24-31**

**RFP Newton Citywide Transportation Services**

<b>Business Type Categories*</b>	<b>Select All That Apply</b>
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

\*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

\_\_\_\_\_  
By: \_\_\_\_\_

Date:

## CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

**None of the following forms are required at the time of bid submittal and are only provided here to demonstrate the type of forms the city will use when executing the final contract with the successful bidder.**

**CITY - CONTRACTOR AGREEMENT  
FOR  
NEWTON CITYWIDE TRANSPORTATION SERVICES**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty-Three by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

WHEREAS, the City needs the services of \_\_\_\_\_; and

WHEREAS, the Contractor has submitted a responsive proposal for such services;

NOW THEREFORE, the parties agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's proposal the following item or items:

**NEWTON CITYWIDE TRANSPORTATION SERVICES**  
§

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request for Proposal #24-31 (RFP) issued by the Purchasing Department;
- c. The RFP for the Citywide Transportation Services , including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Drawings or Descriptive Materials (collectively referred to herein as the "Project Manual");
- d. Addenda Number(s) \_\_\_\_\_;
- e. The Proposal Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its proposal was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

**III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY - CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

**IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

**V. SCOPE OF WORK.** The Contractor shall perform the tasks outlined in the Request for Proposal for a technology enable transportation service that will serve residents, students and employees of Newton while complementing the existing MBTA service.

**VI. TERM OF AGREEMENT.** The term of the awarded contract shall extend twelve (12) months from the date of contract execution and may be renewed by the City for two (2) additional terms of 12-months each.

**VII. PAYMENT PROCEDURES.** \_\_\_\_\_.

**VIII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage, which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.

**VIII. INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.

**IX. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

**X. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.

**XI. TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Work or Purchase Order issued pursuant thereto in any one of the following circumstances:

- a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;

- b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

**XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**XIII. INSURANCE REQUIREMENTS**

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000 each occurrence
	\$500,000 aggregate

The City shall be named as additional insureds on the Vendor's Liability Policies

**XIV. COMPLIANCE WITH CITY ORDINANCES**

- A. The Contractor shall comply with and give notices required by laws, ordinances rules, regulations, and lawful orders of the City bearing on performance hereunder.
- B. If the Contractor performs work that it knows or reasonably should know is contrary to City laws, statutes, ordinances, building codes, and rules and regulations without giving prior notice to the City, it shall assume full responsibility for such work and shall be responsible for all costs attributable thereto.
- C. Seasonal use of leaf blowers or related equipment must comply with the City's Noise Ordinance, which provides that gas blowers are only permissible from Labor Day to Memorial Day and must not exceed 65 decibels, and that from Memorial Day to Labor Day only battery powered blowers will be allowed.
- D. This section shall be superseded to extent of any specific Ordinance requirements set forth in the IFB scope of services, conditions or specifications.

**XV. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication

and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

**XVI. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

**IN WITNESS WHEREOF**, the parties to this agreement have hereunto set their hands and seals.

CONTRACTOR

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

No City monies are obligated by this contract.

By \_\_\_\_\_

*Comptroller of Accounts*

Date \_\_\_\_\_

CITY OF NEWTON

By \_\_\_\_\_

*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_

*Commissioner of Planning & Development*

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_

*Associate City Solicitor*

Date \_\_\_\_\_

CONTRACT APPROVED

By \_\_\_\_\_

*Mayor or her designee*

Date \_\_\_\_\_

**CERTIFICATE OF AUTHORITY - CORPORATE**

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(Insert full name of Corporation)
2. Corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is **ON OR BEFORE** the date the officer signed the **Proposal.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute proposals in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX*  
*CORPORATE* (Signature of **Clerk or Secretary**)\* *SEAL HERE*

7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*

8. Date: \_\_\_\_\_  
(insert a date that is **ON OR AFTER** the date the officer signed the **proposal.**)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.