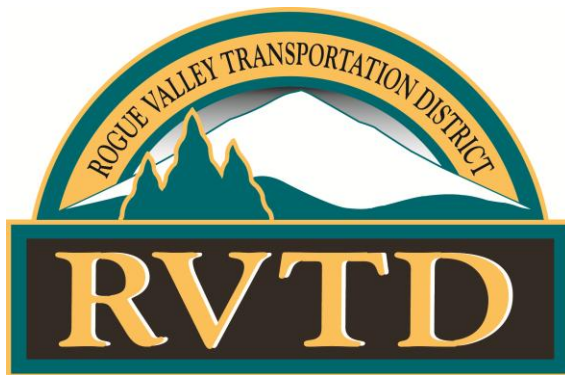


DATE: September 29, 2026

Request for Proposals

Rogue Valley Transportation Options Strategic Plan

RFP #TOP27



**Rogue Valley
Transportation
District**

101 S. Front Street
Medford, OR 97501

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PART 1: GENERAL INFORMATION

1.1 Agency Information

Request For Proposal (RFP) Name and No: Rogue Valley Transportation Options Strategic Plan RFP# TOP27

Procuring Agency: Rogue Valley Transportation District
Address: 101 S. Front St.
Medford, OR 97501

Project Manager: Edem Gomez
Phone/Fax: (541) 608-2411 / (541) 773-2877
Primary Project Contact Email: **RFP@RVTD.ORG**

1.2 Background and Objectives

Background

Rogue Valley Transportation District (RVTD) is the regional public transit agency serving Southern Oregon's greater Medford area, providing fixed-route transit and complementary paratransit services. RVTD also administers the Oregon Department of Transportation (ODOT) Region 3 Transportation Options program and is a recipient of ODOT funding to deliver these programs and services. RVTD's Transportation Options programs include education and school outreach, bicycle education and promotion, administration and promotion of Get There Oregon website tool, transportation challenges and community events, travel training, the Community Bike Program, and veteran transportation outreach. RVTD staff also work closely with community partners, employers, schools, nonprofit organizations, and local jurisdictions to promote transportation options and improve access to alternative transportation throughout the Rogue Valley.

In September 2025, RVTD reduced fixed-route transit service by approximately 40 percent due to funding constraints. This significant change in transit availability underscores the importance of a Transportation Options Strategic Plan that supports access to Transportation Options and strengthens mobility and resiliency.

RVTD received a discretionary grant from ODOT in the amount of \$170,000 total project cost to develop a strategic transportation options plan. Proposals exceeding the budgeted amount will be considered but RVTD's ability to exceed this amount is extremely limited.

Objectives

Rogue Valley Transportation District (RVTD) seeks proposals from qualified consulting firms to assist in the development of the Rogue Valley Transportation Options Strategic Plan.

The Strategic Plan will establish a 20-year vision and implementation framework for RVTD's Transportation Options (TO) programs within the Rogue Valley and ODOT Region 3. Deliverables from the plan development will also be used to update RVTD's Coordinated Plan and therefore the surveys, data analysis and engagement activities will have a broader purpose. The Strategic TO Plan will identify strategies to reduce drive-alone trips, improve mobility, strengthen community partnerships, and enhance access to non-drive alone transportation for residents throughout the region.

The Strategic TO Plan will evaluate existing Transportation Options and Mobility Management programs and services, identify transportation barriers and unmet needs, assess opportunities for program expansion, and establish goals, performance measures and implementation strategies that support RVTD's 2040 Transit Master Plan, RVTD's Coordinated Plan update and ODOT's Transportation Options objectives.

The consultant will work collaboratively with RVTD staff, community partners, and a Technical Advisory Committee (TAC) throughout the planning process.

1.3 Scope of Work

Task 1: Project Initiation and Management

The consultant shall provide project management services throughout the duration of the project and shall serve as the primary technical lead for development of the Strategic TO Plan. The consultant shall conduct a project kickoff meeting with RVTD staff to review project goals, confirm the scope of work, identify key milestones, and refine the project schedule. The consultant shall coordinate regularly with RVTD staff and provide ongoing project management, quality control, schedule monitoring, and task coordination throughout the project. Travel to Medford, OR will be required for some, but not all, meetings and consultants will work with RVTD to identify a schedule that allows combining a series of meetings and tasks to minimize travel. Remote TAC meetings will be allowed in some circumstances.

Consultant Deliverables

- Project Management Plan
- Detailed Project Schedule
- Meeting Agendas and Summaries
- Technical Memorandums
- Monthly Progress Summaries/ Invoices
- Travel Itineraries

RVTD Responsibilities

- Provide a meeting space at 101 S. Front St. Medford
- Print meeting and project materials as needed
- Review of agendas, minutes and Technical Memorandums
- Passenger car transportation during onsite visits
- Office space during onsite visits

Task 2: Existing Conditions Assessment and Program Evaluation

The consultant shall conduct a comprehensive review of RVTD's existing Transportation Options programs, services, partnerships, and performance measures. Consultant will provide a detailed memorandum of the regional, state and federal policies and guidance that affect RVTD's TO program. The consultant shall identify strengths, weaknesses, opportunities, and challenges associated with RVTD's Transportation Options programming and document gaps between existing services and TO regulation and guidance (best practices).

At a minimum, the assessment shall include:

- Review of RVTD's Transportation Options programs and services.
- Review of RVTD's outreach, education, and marketing efforts.
- Evaluation of RVTD's partnerships and stakeholder relationships.
- Assessment of RVTD's performance measures and program outcomes.
- Review of relevant regional, state, and federal transportation options plans and policies.
- Review of RVTD's 2040 Transit Master Plan goals and priorities.
- Review of RVTD's 2021 Coordinated Plan.
- Review of ODOT's Transportation Options goals and strategic priorities.
- Review of TPAU's Activity Based Model algorithm as it relates to TO
- Review of DLCD's CFEC 2050 targets, performance measures and initial baseline data related to TO.
- Review of the RVMPO Transportation Plan TO goals and strategic priorities.
- Review of local TSP's TO goals and strategic priorities.

Consultant Deliverables

- Existing Conditions Memorandum
- Transportation Options Program Assessment
- Gap Analysis
- Draft Technical Memorandum #1
- Final Technical Memorandum #1

RVTD Deliverables

- Documented progress of TO goals and milestones in RVTD's 2040 Plan
- Documented progress of TO goals and milestones in RVTD's 2021 Coordinated Plan
- Provide quarterly and annual reports for the TO Program including calculations and methodology.
- Review Technical Memorandum #1

Task 3: Peer Review and Best Practices Analysis

The consultant shall conduct a review of Transportation Options, Transportation Demand Management (TDM), and shared mobility programs implemented by peer agencies throughout Oregon and nationally. The analysis shall identify successful programs, innovative strategies, funding approaches, partnership models, and performance measurement practices that may be applicable within the Rogue Valley. The consultant shall evaluate the applicability of various strategies and provide recommendations for consideration during Strategic Plan development. Information may be collected through a variety of methods including agency's TO program reports submitted to ODOT or other official bodies, conference presentations, interviews and

ODOT funded research on TO programs. To the best of their capabilities, consultant shall provide the cost for each program studied including the personnel, materials, outreach and advertising expense and number of people engaged in the program.

Consultant Deliverables

- List of proposed peer agencies/nonprofits to engage in the analysis
- Peer Review Best Practices Technical Memorandum
- Peer Review Opportunities Summary, including program cost
- Draft Technical Memorandum #2
- Final Technical Memorandum #2

RVTD Deliverables

- Review of proposed peers list and provide contacts if available
- Connect consultant with ODOT staff and resources
- Review of Technical Memorandum #2

Task 4: Technical Advisory Committee Support

Consultant will convene a group of stakeholders and community partners representing transportation providers, local governments, educational institutions, employers, social service providers, community-based organizations, and underserved populations. The group will meet at least four times throughout the project to review and discuss technical memorandums. The consultant shall facilitate Technical Advisory Committee meetings throughout the planning process and prepare meeting materials, presentations, and summaries. The format and meeting agenda will be coordinated with RVTD.

Consultant Deliverables

- Meeting Agenda Packets and Presentation Materials
- Send meeting invitations
- Meeting Summaries

RVTD Deliverables

- Provide list of potential stakeholders to sit on committee
- Coordinate and send committee invitations
- Provide meeting room and refreshments
- Print meeting materials

Task 5: Community TO Needs Assessment, Barriers, and Opportunities

The consultant shall conduct a comprehensive assessment of transportation needs, barriers, and opportunities within the Rogue Valley. The assessment shall utilize information collected through surveys, focus groups, demographic data, and other engagement activities conducted in partnership with RVTD. Consultant shall prepare an engagement plan in coordination with RVTD prior to beginning work.

Consultant shall convene at least five focus groups with users such as teachers who have participated in Gus Rides the Bus program, Bike program recipients, employers using bus pass programs, and others as identified in coordination with RVTB.

Consultant shall administer surveys, including at least one online general public survey, with the following possible stakeholders: RVTB passengers, cyclists, older adults, people with disabilities, Human Service agencies, transportation providers, employers, schools, low-income service providers, PUD developers, IAMP areas, local city government, downtown associations and others as identified in coordination with RVTB. Survey instruments/ questions may vary depending on the audience.

Consultant shall prepare a geographic assessment of TO supportive facilities such as the quality of bicycle and pedestrian road infrastructure and/or transit service to inform the plan recommendations. Geographic assessment should at a minimum utilize census data, TPAU Activity Based Model population and density data, RVTB transit service and ridership data, and ODOT's recent bike/ped multimodal inventory data. Activities that address the needs of historically disadvantaged communities should be identified in the Strategic Plan:

Deliverables

- Engagement Plan
- Survey Methodology and Instruments
- Survey and Outreach Findings Summary
- Atlas of TO assets and barriers
- Draft Technical Memorandum #3
- Final Technical Memorandum #3

RVTB Deliverables

- Review of Engagement Plan
- Review of Survey Methodology and Instruments
- Atlas of TO assets and barriers
- Connect consultant with Multimodal Inventory staff and resources
- Connect consultant with TPAU staff and resources
- Identify which target groups are considered historically disadvantaged
- Review Draft Technical Memorandum #3

Task 6: Strategic Plan Framework and Recommendations

Using information developed through previous tasks, the consultant shall prepare a Strategic Plan framework that establishes a short and long-term vision, goals, objectives, and recommended actions for Transportation Options programming provided by RVTB and other potential providers.

The consultant shall develop recommendations that support:

- Reduction of drive-alone trips
- Increased use of transportation options
- Improved mobility

- Enhanced transportation equity
- Stronger community partnerships
- Program sustainability and long-term effectiveness
- Program cost-effectiveness
- Performance Measures

The consultant shall also identify opportunities for program expansion, new initiatives, funding opportunities, and partnership development.

Consultant Deliverables

- Vision, Goals, Objectives, and Recommendations Framework
- Draft Technical Memorandum #4
- Final Technical Memorandum #4

RVTD Deliverables:

- Review Vision, Goals, Objectives, and Recommendations Framework
- Review Draft Technical Memorandum #4

Task 7: Draft Strategic Plan

The consultant shall prepare a Draft Strategic TO Plan.

The Strategic Plan shall include, at a minimum:

- Executive Summary
- Existing Conditions Findings
- Peer review summary
- Community Needs Assessment summary and Findings
- Atlas
- Transportation Options Vision and Goals
- Recommended Programs and Strategies
- Programs that benefit Historically Disadvantaged Communities
- Programs that benefit Coordinated Plan target groups
- Partnership Framework
- Funding Opportunities
- Implementation Plan using short, medium and long range horizons
- Performance Measures and Evaluation Framework
- Prioritized Action Plan

Consultant Deliverables

- Draft Strategic Plan
- Presentation Materials

RVTD Deliverables

- Review of Draft Strategic Plan

Task 8 : Final Strategic Plan and Implementation Framework

Following review of the draft plan, the consultant shall facilitate stakeholder review and incorporate comments received from RVTB staff.

The consultant shall prepare a final Transportation Options Strategic Plan that includes a detailed implementation framework identifying recommended actions, responsible partners, implementation timelines, potential funding sources, and performance measures.

Consultant Deliverables

- Final Rogue Valley Transportation Options Strategic Plan
- Presentation to Stakeholder Committee
- RVTB and Stakeholder Comment Matrix
- Editable Source Files

RVTB Deliverables

- Review of Final TO Strategic Plan

1.4 Key Dates

<u>Event</u>	<u>Date</u>	<u>Time</u>
Request for Proposal Issued	9/29/2026	
Technical Web conference Questions Due	10/23/2026	5:00pm (PST)
Technical Web conference <i>Link to be provided to Responder's List</i>	10/27/2026	1:00-2:00pm (PST)
Proposals Due	11/17/2026	5:00pm (PST)
Qualified Proposer Interviews	12/14-15/2026	
Best and Final Offer Letter Due	1/11/2027	5:00pm (PST)
Intent to Award	1/18/2027	
Notice to Proceed	1/29/2027	
Project Completion	12/31/2027	

RVTB reserves the right to change the schedule or terminate the selection process at any time at RVTB's sole discretion. Notice thereof will promptly be provided to parties on the RVTB's RFP responders list by e-mail if available, by letter if not.

PART 2: INSTRUCTIONS TO PROPOSERS

2.1 Proposer's Representation

By submitting a proposal, the proposer represents that:

- 1) Proposer has carefully studied the Proposal Documents. Proposer understands the Proposal Documents and the proposal is fully in accordance with the requirements of those documents,
- 2) Proposer has thoroughly examined the rvtd.org site, has become familiar with RVTB services which might directly or indirectly affect the contract work, and has correlated its personal observations with the requirements of the proposed Contract Documents, and
- 3) Proposal is based on the materials, design, and services required by the Proposal Documents without exception.

2.2 Proposal Documents

a. Copies -

- 1) Copies of the Instruction to Proposers can be obtained online at www.rvtd.org or in person at 101 S. Front St. Medford OR 97501 or request to be emailed at RFP@rvtd.org.

b. Interpretation or Correction of Proposal Documents -

- 1) If any proposer, in their study of the Proposal Documents, is in doubt as to the true meaning of any part of the Proposal Documents or finds errors, discrepancies, or omissions in them, shall request interpretation or correction of those errors, discrepancies, and omissions by the Owner.
- 2) Request for such clarification shall be in writing and be received by the Owner four working days minimum before scheduled proposal opening. Owner will promptly correct or interpret the portion of the Proposal Documents in question by issuing an Addendum to all proposers. Corrections or interpretations made in any way other than by an Addendum have no validity and shall not be relied upon.
- 3) If errors, discrepancies, or omissions are discovered in the Proposal Documents less than four working days before proposal opening, proposers shall prepare proposals based on order of precedence given in the General Conditions.
- 4) Addenda - Addenda, if necessary, will be sent to the Responders List and be available online at www.rvtd.org.

2.3 Proposal Procedures

a. Form & Style of Proposal -

- 1) Proposal shall be prepared on Contractor's Forms, except forms that must be completed in Part 4 - Required Forms section.
- 2) Signatures shall be in longhand and executed by representative of proposer duly authorized to make contracts.

b. Submission of Proposals -

- 1) RVTB prefers one digital copy to be submitted by email to RFP@RVTD.org by the deadline.
- 2) Paper copies of proposals if sent must be postmarked by the due date in an opaque envelope containing all required materials. Envelopes shall be sealed, bear proposer's name, and be addressed as follows

Rogue Valley Transportation District
Rogue Valley Transportation Options Strategic Plan
101 S. Front Street
Medford, Oregon 97501.
Attention: Edem Gomez, Associate Planner

- 3) It is proposer's sole responsibility to see that its proposal is received at specified time. Proposals received after specified time will be returned unopened.
- 4) No oral, facsimile transmitted, telegraphic, or telephonic proposals, modifications, or cancellations will be considered.
- 5) Modification or Withdrawal of Proposal - Proposer has the right to withdraw the proposal in full by notifying RVTB in writing within 3 days of proposal due date.

2.4 Form of Agreement Between Owner & Contractor

- a. Agreement Form to Be Used - Project Contract and Agreement form will be provided by the contractors. Review by RVTB Legal Counsel will occur after award. RVTB is requesting an example contract in the proposal to expedite the review process. The Contract Agreement must include the federal clauses included in this proposal.

2.5 Evaluation

The Proposal will be evaluated by a committee of RVTB Staff and Procurement personnel. Proposals will be evaluated based on the following scoring criteria:

1	Technical Capacity	40 Points
	• Understanding of the project goals, objectives, and scope. • Ability to facilitate Technical Advisory Committee (TAC) meetings and other stakeholder meetings, stakeholder engagement, and public outreach. • Ability to develop actionable recommendations and a comprehensive strategic plan. • Project management approach, schedule, and ability to meet project deadlines.	
2	Qualifications & Experience	30 Points
	• Experience and qualifications of key personnel assigned to project in developing transportation options, transportation demand management (TDM), mobility, active transportation, and Coordinated plans. • Experience working with public agencies, transit providers, MPOs, local governments, and transportation partners. • Familiarity with transportation options programs, best practices, and emerging trends.	
3	Record of Past Performance	20 Points
	• Client references and satisfaction with previous work. • Demonstrated success managing projects of similar size and complexity.	
4	Cost	20 Points
	• Reasonableness and value of the proposed fee and efficient use of project resources. • Alignment of proposed costs with the scope of work and project deliverables.	

2.6 Technical Web conference

A web conference will be held Tuesday, October 27, 2026 from 1:00–2:00 PM PST. Proposers can submit questions in advance via email to RFP@RVTD.org (due on Friday, October 23 by 5:00 PM PST) to be read and answered during the teleconference. Additional questions may be asked during the web conference if time permits. The web conference meeting link will be provided to the Responders list within one week of the conference.

2.7 Responder List

Only those persons who contact the Procurement Specialist by email or in writing will be on the Responders List. The Responders List is used to send updates and amendments regarding this RFP. RVTD will not automatically send notifications regarding this RFP to other outlets, however updates will be available on our website at www.rvtd.org. To participate in the Responders List please email RFP@RVTD.org or send a request to 101 S. Front St. Medford, OR 97501.

2.8 Technical Questions

Final Technical Questions shall be received by RVTD by 5:00pm (PST) Friday, October 23. Responses will be sent to the Responders list after the web conference. If necessary, RVTD will issue addendums. Questions, Responses and if necessary, Addendums will be available online at www.rvtd.org. ALL TECHNICAL QUESTIONS SHOULD BE SENT TO: RFP@rvtd.org

2.9 Technical Proposals and All Required Material

Technical Proposals and All Required Material are due to RVTD no later than 5:00pm on November 17, 2026. RVTD prefers electronic submissions be sent to RFP@RVTD.ORG. Hard copy proposals can be submitted to: 101 S. Front St., Medford OR, 97501 with “TOP27” written on the package. Technical Proposals that are mailed must be postmarked by the deadline. Proposals can be dropped off in person at 101 S. Front St., Medford, OR, 97501.

2.10 Evaluation of Proposals

Proposers’ responsiveness to all required materials will be evaluated and a ‘competitive range’ will be determined. RVTD reserves the right to allow proposers to submit incomplete or missing information by the end of the day 11/20/2026. RVTD will evaluate proposals and will notify proposers who are deemed to not be within a competitive range and will not continue to be considered by RVTD.

2.11 Award

Written requests for Best and Final Offer will be published to proposers who remain within the competitive range. Best and Final Offers will be due to RVTD no later than 5:00pm PST on January 11th, 2027. Contractor shall not begin work until Notice to Proceed Letter has been received, which is scheduled to occur on January 29th, 2027.

2.12 Substantial Project Completion

Substantial Project Completion shall occur by 12/10/2027. All project activities and final invoicing must occur no later than 12/31/2027.

2.13 Required Proposal Forms

Subcontractor designations, Insurances, Contractor Licenses and DBE Participation must be submitted with the Proposal for a proposal to be considered responsive. All required forms are contained within the proposal documents and located in Section 4: Required Proposal Forms. Non-responsive proposals may be rejected.

2.14 Proposer's Responsiveness

Proposals must meet insurance requirements on the project (Section 2.17). All proposers must execute the certification forms provided in the Instructions to Proposers for proposals to be considered responsive. Non-responsive proposals may be rejected. Proposer's past performance, organization, subcontractor selection (if applicable) and ability to perform and complete its contract in manner and within time specified, together with amount of proposal cost, will be elements considered in award of contract. Proposal must list qualifications and information for the team positions used on this project.

2.15 Owner's Right to Reject Proposals

The Owner reserves the right to reject any or all proposals and to waive any irregularity therein. Owner reserves the right to award all or portions of the proposal titled "Project Options".

2.16 Negotiation and Request for Best and Final Offer

The Owner reserves the right to conduct written or oral negotiations with offerors who submit proposals within a competitive range, price and evaluation factors considered. RVTB reserves the right to request Best and Final Offers (BAFO) from proposers who are considered to be within a competitive range.

2.17 Proof of Insurability

Proposers must submit a copy of their current certificate of insurance (COI) with their proposal. If the COI does not include the required coverage and minimum limits as specified in the RFP, Proposers must also submit a letter from their insurance provider stating the provider's commitment to insure the Proposer, if award the contract, for the types of coverage and at the limits specified in the RFP.

PART 3: TERMS AND CONDITIONS

3.1 Term of Contract

Contract Terms: Date of a Notice to Proceed Issuance to December 31, 2027.

3.2 Independent Contractor

- A. The parties intend that an independent relationship will be created by this contract. RVTD is interested primarily in the results to be achieved; the implementation of services will lie solely with CONTRACTOR. No agent, employee, servant or representative of CONTRACTOR shall be deemed to be an employee, agent, servant or representative of RVTD for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits RVTD provides to its employees. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agent, servants, SUBCONTRACTORS or representatives during the performance of this Contract.
- B. In the performance of the services herein contemplated, CONTRACTOR is an independent CONTRACTOR with the authority to control and direct the performance of the details of the work. However, the results of the work contemplated herein must meet the approval of RVTD and shall be subject to RVTD's general rights of inspection and review to secure the satisfactory completion thereof.
- C. CONTRACTOR shall designate a representative to act on its behalf. Said representative shall have full authority to direct all affairs in respect to the work performed under this Contract.

3.3 Assignment and/or Subcontracting

RVTD and CONTRACTOR, each for himself, binds himself, his principals, successors, assigns and legal representatives of such party in respect of all covenants of this Contract. This Contract and all obligations arising thereunder shall not be sold, assigned or transferred by either party without the previous consent in writing of the other party to this Contract.

The performance of all activities contemplated by this Contract shall be accomplished personally by CONTRACTOR, persons and SUB-CONTRACTORS identified in the submittal. CONTRACTOR shall not assign or subcontract performance to others unless specifically authorized in writing by RVTD in advance. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.

3.4 Safeguarding Client Information /Trade Secrets or Confidential Proprietary Data

CONTRACTOR agrees that confidential information obtained from RVTD shall not be disclosed except upon the written consent of RVTD.

RVTD may withhold from disclosure those portions of the proposal or bid that the Offeror designates as trade secrets or as confidential proprietary data in accordance with applicable law. See ORS 192.501(2); 646.461 to 646.475. The Offeror shall mark each page with information designated as confidential at the time of submitting its proposal or bid.

3.5 Hold Harmless and Indemnification

- A. CONTRACTOR expressly agrees to indemnify and hold harmless RVTD and all of its officers, employees, agents or otherwise, from any loss, damages, costs, charges or expenses whether to persons or property, including any costs, expenses or attorney's fees in the defense of any claims therefore, which RVTD may incur by reason of any act, action, neglect, omission or default on the part of CONTRACTOR; provided however, as to any liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of RVTD and/or its agents or employees and CONTRACTOR or its agents and employees. This section is valid and enforceable only to the extent of CONTRACTOR's negligence.
- B. In case any suit be brought against RVTD on account of any negligent act, action, neglect, omission or default of CONTRACTOR, CONTRACTOR hereby covenants to assume the defense thereof and pay any and all costs, charges, attorney's fees and other expenses and CONTRACTOR shall pay any and all judgments that may be incurred by or obtained against RVTD, except any judgments for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of RVTD and/or its agents and employees, and except in the case of a judgment for liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of RVTD and/or its agents or employees, and CONTRACTOR and its/his agents or employees, the obligation of CONTRACTOR shall be limited and enforceable only to the extent of CONTRACTOR's negligence.
- C. It is further provided that no liability shall attach RVTD by reason of entering into this contract, except as expressly provided herein.

3.6 Contract Changes

Either party may request changes to the scope of services and performance to be provided hereunder; however, no change or addition to this Contract shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and make a part of this Contract.

3.7 Licensing in Compliance with Laws and Regulations

CONTRACTOR agrees to comply with all applicable federal, state, county, or municipal standards for the licensing, certifications, operation of facilities and programs, and accreditation and licensing of individuals, if any.

3.8 Insurance Requirements

The Contractor shall purchase and maintain in full force and effect during the entire period of this Contract, including any maintenance period thereof, insurance of the following types and in amounts not less than the amounts state below. Such insurance shall protect Contractor from any and all claims and damages, which may arise out of or result from, Contractors operations whether such operations are performed by Contractor or by its subcontractor or by anyone for whose acts the Contractor may be liable. All costs associated with these insurance coverages are the sole responsibility of the Contractor. The Contractor must adhere to the following requirements:

- Comprehensive Commercial General Liability insurance of at least \$1,000,000 Per Occurrence and \$2,000,000 annual aggregate limit.
- Automotive Liability of at least \$1,000,000 CSL
- Bodily Injury of at least \$1,000,000
- Property Damage of at least \$1,000,000
- Worker's Compensation (Limits required by the State of Oregon)
- Employer's Liability of at least \$500,000

Additional Insured: The Commercial General Liability and Automobile Liability policies shall be endorsed to name Rogue Valley Transportation District (RVTD), its officers, trustees, and employees, and the State of Oregon, the Oregon Transportation Commission, and the Oregon Department of Transportation, and their respective officers, members, agents, and employees as additional insureds with respect to Contractor's activities performed under this Contract. Commercial General Liability coverage shall include both ongoing and completed operations. Coverage shall be primary and noncontributory with any other insurance or self-insurance.

Waiver of Subrogation: The Commercial General Liability, Commercial Automobile Liability Workers' Compensation and Employer's Liability, shall be endorsed to provide a waiver of subrogation in favor of RVTD, its officers, trustees and employees. If Contractor is an approved self-insurer, Contractor will waive all rights of recovery against RVTD, its officers, trustees, and employees for any and all claims.

Coverage Primary: Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to RVTD. The limits of liability required herein may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies; but, in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required.

No Commencement without Coverage: The Contractor shall not commence work under this Contract until all required insurance is obtained and approved by RVTD. Approval of the insurance by RVTD shall not relieve or decrease the liability of the Contractor hereunder.

Certificates: A copy of all required endorsements and completed certificates of insurance evidencing coverage shall be furnished to RVTD prior to commencement of work and within ten

(10) calendar days after the date of Notice of Award. Certificates and endorsements shall be provided by contractor and anyone involved in the performance of work under this contract by and through contractor (not otherwise included under contractor's coverage), including all subcontractors. All Certificates of Insurance shall reflect the RVTD project number and be signed by a person authorized by that insurer to bind coverage on its behalf. Failure to furnish the required certificates of insurance and accompanying endorsements within the time allowed shall not be considered cause for modification of any contractual time limits. All certificates, endorsements and/or policies of insurance presented as proof of compliance with the above requirements shall be on forms and with insurance companies approved by RVTD. All such insurance documents shall be provided by insurance companies authorized to do business in the State of Oregon and having a Best's rating of A-(VII) rating or greater, as shown in the most current issue of A.M. Best Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or have a Best's rating lower than A-(VII) will not be accepted as complying with the insurance requirements of the Contract unless such insurance companies are approved in writing by RVTD prior to the award of the Contract. Certificates of Insurance and if applicable, any endorsements shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and the endorsement as required above. If any of the foregoing insurance coverages are required to remain in force after the final payment and are reasonably available, an additional certificate with endorsement evidencing continuation of such coverage shall be submitted with Contractor's final invoice for payment.

No Lapse or Cancellation: The Contractor shall not cause any insurance to be cancelled nor permit any insurance to lapse. Except as otherwise may be provided in this contract, all insurance policies shall include an endorsement that the policy shall not be cancelled, non-renewed, reduced, restricted or limited without 30 days written notice. In the event of cancellation or lapse of insurance, the Contractor shall notify RVTD immediately, in writing, by certified or registered mail, return receipt requested. Contractor shall also provide written notification to RVTD, within ten (10) days, of any cancellation due to non-payment of premium, notice of expiration, cancellation, nonrenewal or material change in coverage it receives from its insurer. In addition to any other remedies RVTD may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required. RVTD shall have the right to order Contractor to stop work hereunder and/or withhold payment(s) which become due to Contractor until Contractor demonstrates compliance hereof and unless otherwise directed by RVTD, shall cease work until evidence of acceptance insurance coverage is supplied to RVTD.

3.9 Notices

Any notice or demand under or required by this Contract shall be given in writing and shall be deemed properly given if actually received in due and timely course by the party for whom the notice was intended, or if sent by registered or certified mail, postage prepaid, to the intended party in care of the appropriate address below:

Rogue Valley Transportation District
Attn: Edem Gomez
101 S. Front Street
Medford, OR 97501
Egomez@rvtd.org

3.10 Termination

Default: In the event the Contractor breaches the terms or violates the conditions of this Contract and does not cure the default with ten (10) business days after receiving written notice of such default from RVT, RVT may immediately terminate the Contract, and pursue any and all legal and equitable remedies available to it against the Contractor.

Notice: Termination shall be affected by serving a written notice of termination on the Contractor setting forth the manner in which the Contractor is in default. Service shall be obtained by personal delivery or delivery by mail, registered or certified, postage prepaid with return receipt requested and addressed to the Contractor at the most recent address provided by Contractor.

RVT Options: In addition to any and all other remedies at law or in equity that are available to RVT, default by Contractor may result in the occurrence of one or more of the following:

- a) RVT may complete such contract without further liability to the Contractor for compensation for any labor, supplies or materials furnished by the Contractor under the contract; and
- b) To the extent applicable, RVT may direct the Contractor to remove any equipment delivered and/or installed by the Contractor and to refund to RVT any amounts paid by RVT to the Contractor, and RVT shall have no further liability to the Contractor; and RVT may contract to acquire supplies or services similar to those terminated and Contractor shall remain liable to RVT for any difference in the total costs and expenses incurred by RVT.

Compensation and Liability:

The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance bargained and set forth in the contract. In addition to any other available remedies, the Contractor and to the extent applicable, the Contractor's sureties shall be liable to RVT for all costs, loss or damage incurred for supplies or services to complete the contract.

Termination of SubContracts:

As directed to do so in the notice of termination, Contractor agrees to and shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this Contract. To this effect, RVT shall not be liable to Contractor nor Contractor's creditors for any expense, encumbrances or obligations whatsoever incurred after the date of termination.

3.11 Proposal Acceptance or Rejection

RVTD reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal, to waive any informality in the proposals received, and to award the contract in whole or in part, if it is deemed to be in the best interest of the RVTD. RVTD reserves the right to negotiate with any consultant after proposals are opened, if such action is deemed to be in the best interest of RVTD.

In addition to the factors mentioned above, Contractors are cautioned to review carefully all terms, conditions and specifications of the RFP prior to submittal of proposals. The work may be awarded on the basis of the Contractor's proposal including the Contractor's qualifications as received and without further discussion.

3.12 Proposal/Bid Protest

Any proposal who has submitted a proposal to Rogue Valley Transportation District and who is adversely affected by the Rogue Valley Transportation District's contract award to another proposer can submit a written protest of award to the Rogue Valley Transportation District. Such right to protest shall conform to the requirements of OAR 137-030-0104(1) and specify the grounds upon which the protest is based.

RVTD's Bid Protest Procedures can be found at www.rvtd.org/about/rfp under Bid Project Procedures by copying the link on your browser.

3.13 Withdrawals and Modifications

Any proposals can be withdrawn or modified in writing by contacting Edem Gomez, rfp@rvtd.org, prior to the closing date.

PART 4: REQUIRED FORMS

4.1 Statement of Qualifications Certification

TO BE COMPLETED BY CONTRACTOR

_____ Sole Proprietorship

_____ Partnership (____ Limited/____ General)

_____ Corporation

Contractor Name: _____

Address: _____

Federal Tax ID: _____

Phone Number: _____

Email Address: _____

STATEMENT OF QUALIFICATIONS CERTIFICATION

The undersigned is fully authorized to execute this certification on behalf of the Contractor and certifies on the Contractors behalf that, to the best of its knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the Contractor has the financial capability to perform the work which is the subject of this solicitation. The Contractor further certifies that it knows of no person and/or organization conflicts of interest prohibited under federal, state and local law.

Signature _____ Date _____

Title _____

4.2 DBE Form

Disadvantaged Business Enterprise Certification

- _____ The Bidder/Offeror hereby agrees to subcontract RVTD's minimum DBE goal requirement of 0.375% of the contract to disadvantaged business enterprises.
- _____ The Bidder/Offeror (if unable to meet the DBE goal of .375%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.
- _____ The Bidder/Offeror will not participate in DBE participation.

NOTE: please check one of the above options.

Firm Name: _____

Signature: _____

Title: _____

Date: _____

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract

That comprises the DBE Utilization percent stated in the DEB Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description of Work to Be Performed	Race and Gender of Firm

(Failure to complete this form may render this bid non-responsive).

4.3 Debarment

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant _____ certifies
to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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,- violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are 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 enumerated in paragraph (2) of this certification; and
4. Have not within three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

Contractor (name) _____ CERTIFIES OR
AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS
SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31
U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Dun & Bradstreet Number: _____
(must be an active D&B number registered with the System For Award Management
(www.sam.gov))

Date: _____ Authorized Official: _____

Signature: _____

4.4 Certificate Regarding Lobbying

Project Name: Rogue Valley Transportation Options Strategic Plan RFP #TOP27

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, et. seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

PART 5: FEDERALLY REQUIRED AND OTHER MODEL CONTRACT CLAUSES

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g) 2 C.F.R. § 200.333 49 C.F.R. part 633

- 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, sub-agreements, leases, subcontracts, arrangements, other third party agreements 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. § 200.333. 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 as reasonably may be required.
- 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 as reasonably may be required.

FEDERAL CHANGES

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

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q 33 U.S.C. §§ 1251-1387 2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

CIVIL RIGHTS LAWS AND REGULATIONS

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 Agreement, 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

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. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

ENERGY CONSERVATION

42 U.S.C. 6321 et seq. 49 C.F.R. part 622, subpart C

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.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180 2 C.F.R. part 1200 2 C.F.R. § 200.213 2 C.F.R. part 200 Appendix II (I) Executive

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.

LOBBYING RESTRICTIONS

31 U.S.C. § 1352 2 C.F.R. § 200.450 2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20

No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1) 31 U.S.C. §§ 3801-3812 18 U.S.C. § 1001 49 C.F.R. part 31

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.

RECYCLED PRODUCTS

42 U.S.C. § 6962 40 C.F.R. part 247 2 C.F.R. part § 200.322

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402 Executive Order No. 13043 Executive Order No. 13513 U.S. DOT Order No. 3902.10

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

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

TERMINATION

2 C.F.R. § 200.339 2 C.F.R. part 200, Appendix II (B)

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 (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 affected 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

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

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326 2 C.F.R. part 200, Appendix II (A)

Rights and Remedies of the AGENCY

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

Incorporation of Federal Transit Administration (FTA) Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.