
RFP ADDENDUM #2

Date of Addendum: October 8, 2025

NOTICE TO ALL POTENTIAL RESPONDENTS

This Addendum provides responses to questions submitted in writing, highlights an amendment to the RFP document, and provides clarification on DBE requirements. The original RFP is replaced with the amended version dated 10/08/2025. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal Package.

1.0 – WRITTEN QUESTIONS AND RESPONSES

The following questions and answers are provided as a matter of information.

Item	Questions and Answers
1.1	<p>Are the current operators/staff represented by a Union? If so, can CSPDC please provide the most recent collective bargaining agreement?</p> <p>Current operators/staff are not represented by a Union.</p>
1.2	<p>Will CSPDC please provide a roster of all current employees, pay rate/salaries, position, and seniority; as well as an organizational chart?</p> <p>All operations staff are employed by a private contractor and are not employees of the CSPDC. As such, we are not authorized to release information about individuals or salaries. We can provide an organizational chart for the existing contract and for the CSPDC, which are available at the following links 2025 VRT Org Chart CSPDC Org Chart</p>
1.3	<p>Please describe the current benefits offered to personnel.</p> <p>The CSPDC does not directly employ any of the transit operations staff. The benefits package is provided by the current contractor and includes standard health, dental, and vision insurance as well as paid time off, holidays, life and short-term disability insurance and a retirement plan.</p>
1.4	<p>How many open or vacant positions by role/function currently exist?</p> <p>Current vacancies include (1) part-time dispatcher.</p>
1.5	<p>Will CSPDC please provide safety data for the past 3 years. For example, total number of accidents per thousand miles driven per service; total number of preventable accidents per service; and total number of road calls per service?</p> <p>See the linked spreadsheet for safety data related to accidents per thousand miles, preventable accidents per thousand miles, and total number of road calls. CSPDC Safety Data – 3 Year Period</p>

1.6	<p>Will CSPDC please provide a summary of insurance claims from the last 3 years? For example, the number of claims in each group: workers comp, commercial general, auto, and employer liability.</p> <p>The contractor is responsible for providing insurance coverage for the vehicles and personnel. The CSPDC does not have records of insurance claims submitted by the contractor to their own insurance policies.</p>
1.7	<p>Please furnish a representative sample of monthly invoices from the current operator.</p> <p>The CSPDC considers financial information in this level of detail, such as existing hourly contract rates, to be confidential/trade secret information.</p>
1.8	<p>What is the total annual budget for the scope of services? Please include a breakdown between the BRITE Bus service and the Afton Express.</p> <p>For FY26, the total budget for contract and operations of BRITE is \$3,107,273. The total budget for contract and operations of Afton Express is \$643,527.</p>
1.9	<p>Can CSPDC share some or all of the following data for fixed route?</p> <ul style="list-style-type: none"> • Current GTFS feed • Monthly ridership totals by route for 1+ years • Stop level ridership (e.g. annual boardings for each stop) • Vehicle hours and/or revenue hours by route • Max daily load by route <p>Requested information is provided in the Resource Library on the CSPDC's procurement website and is provided below as downloadable files.</p> <p>GTFS Link Ridership for FY25 by Month and Service Boardings by Stop – FY25 Vehicle Revenue Miles by Route – FY25 Max Daily Load by Route – available for past 30 day period</p>
1.10	<p>Can CSPDC share some or all of the following data for paratransit?</p> <ul style="list-style-type: none"> • Deidentified Trip level data including origin, destination, number of passengers and time of pick up for a minimum of 2 typical weeks of service • Monthly ridership totals for 1+ year • Current booking requirements <p>The CSPDC does not have ADA Trip Origin-Destination sample data available in a format that does not reveal personal or protected passenger information.</p> <p>Information for the other requested items are provided in the Resource Library on the CSPDC's procurement website and is provided below as downloadable files.</p> <p>Ridership for FY25 by Month and Service</p>

	<u>ADA Booking Requirements</u>
1.11	<p>On Page 29, Section 2.15 “Farebox Revenue Handling”, “the following groups are eligible for fare-free rides” second bullet “Students ride free with presentation of valid student ID on BRITE fixed routes”. What are the schools referenced to as having their “students ride free”?</p> <p>BRITE Transit currently provides fare-free service for students at all regional universities and colleges such as Mary Baldwin University, James Madison University, Blue Ridge Community College, and University of Virginia (UVA on Afton Express only).</p>
1.12	<p>On Page 33, section 3.7 Safety, Security and Emergency Management, “Safety, Security, and Emergency Management Program (SSEP) plans are to be submitted”. Do you require them to be in the bid packet; or will this item be provided by the successful bidder post award?</p> <p>The prospective offeror should include a summary of their proposed safety plan as outlined on page 41 in section 4.2 as part of their proposal. If awarded the contract, the service provider shall then prepare and submit a SSEP specific to their operation of BRITE Transit.</p>
1.13	<p>The Downtown Trolley route currently being served “Replica Trolley/Trolley-Style Bus” Page 44, Table 2 Fleet Requirements Based on Current/Existing Conditions. On the following page (page 45) you speak of “trolley” stating it can be replaced with a “spare bus of equal or greater capacity on a short-term basis”. What is the CSPDC’s desired revenue vehicle to provide services on this route?</p> <p>The CSPDC requires a replica trolley or trolley-style bus to be operated on this route but will allow a bus of equal or greater capacity on a short-term basis. The contractor should make every effort possible to ensure the appropriate vehicle type is assigned to each route. The CSPDC understands that maintenance and repairs are required and may sometimes take the vehicle out of commission. It is the CSPDC’s expectation that utilization of a non-trolley style vehicle in revenue service on this route would be limited to circumstances beyond the contractor’s control that require the trolley vehicle to be out-of-service until repaired.</p>
1.14	<p>In the RFP page 44 Table 2 “Fleet Requirements” trolley replica or trolley style bus is listed as a required capital rolling stock vehicle. Will the CSPDC accept a bus or BOC painted and or wrapped in a manner that resembles a trolley as “a trolley style bus”?</p> <p>No. The vehicle should be specifically designed for use as a Trolley. Wrapping and paint are not sufficient.</p>
1.15	<p>In the RFP page 45, it is stated that “The trolley may be replaced by a spare bus of equal or greater capacity on a short-term basis”. Please specify “short term” and would this apply to the estimated wait time, 14 months, for a new trolley build from factory?</p>

	<p>The contractor will be expected to manage their fleet over the contract term in a proactive manner, anticipating and procuring replacements for revenue vehicles prior to the point in which they are inoperable. In circumstances outside the contractor's control, such as manufacturing delays in furnishing the fleet for the start of the initial contract term, or an accident or other unexpected need for replacement, the CSPDC will work with the contractor to negotiate an interim solution.</p>
1.16	<p>In the RFP, page 43, it is stated that “no vehicle provided at the start of the contract term shall be greater than 60 percent of its useful life benchmark in age”. Does this sentence apply to the current “downtown trolley” vehicle?</p> <p>Yes. This requirement applies to all revenue vehicles. Recognizing supply chain and manufacturing challenges beyond the contractor's control may occur, the CSPDC will consider exceptions to this requirement for a Trolley if the contractor can provide evidence of a good-faith effort to procure the vehicle and an estimate on when they would be able to furnish the required vehicle.</p>
1.17	<p>In the RFP a facility “fire evacuation plan” is required by the contractor stated on page 24 section 2.7. Is this fire evacuation plan required in the bid proposal document or would this be an item to be constructed and approved after award or commencement of contract services?</p> <p>This is <u>not</u> a requirement of the proposal. The successful offeror will be expected to prepare a fire evacuation plan in coordination with the CSPDC after taking occupancy in the transit facility.</p>
1.18	<p>In the RFP page 42, “Training Program” sixth bullet point, it is stated that “at a minimum, provide a description of the”: “a sample Driver Training Handbook that describes performance expectations and disciplinary procedures”. Due to the restriction of the number of pages for a bid response, what is the desired method of receipt for the sample training handbook?</p> <p>The footnote on page 42 indicates that this should be submitted in an electronic format as a PDF as an appendix to the technical proposal and this does not count toward the page count restrictions.</p>
1.19	<p>In the RFP page 44, Table 2 “Fleet Requirements, paratransit (BRITE ACCESS) vehicles are listed as requiring three (3) “Narrow-bodied Bus or Transit Van” with passenger capacity of 2 Wheelchair positions + 4 seated. Does this vehicle need the capability to accommodate all designated positions simultaneously, which by the table indicates 2 wheelchairs and four seated?</p> <p>Yes. The vehicle may have a larger capacity that is reduced to accommodate the two wheelchairs but the minimum number of seats available should be 2 wheelchairs and 4 seated. Exceptions can be made in operations in the event of an over-sized or non-standard wheelchair on board but the vehicle should have the baseline capability to meet these minimum seating requirement.</p>

1.20	<p>In the RFP page 45, table 3, Current Observed Max. Load for the 250 Connector is stated as 35, and BRCC as 25. Is this indicative of the combination of the two buses that operated these specified routes? Additionally, should the proposer anticipate these maximum loads to be half of the number specified per route bus?</p> <p>Table 3 on page 45 represents the projected future fleet requirements and is displayed per-vehicle, not per route. Both vehicles in service to the 250 Connector and BRCC shuttle should individually be able to handle the max. load as outlined in the table.</p>
1.21	<p>In section 2.8 “Rolling Stock”, it is stated that “Rolling Stock technical requirements are set forth in Section 4.2. In Section 4.2 page 43 “Rolling Stock” contains descriptions including age of vehicles, ADA accessibility, and illuminated destination signs as requirements for rolling stock.</p> <ul style="list-style-type: none"> Will the proposers’ fleet require bike racks on all revenue vehicles or a portion of the fleet or none of the fleet? Is WiFi required on all routes or a portion of the routes identified Appendix A? Will the Commuter Buses be required to have high back cloth seats, interior overhead storage, WiFi, USB charge ports, retractable seatbelts, isle side arm rests and reading lamps? Will the Commuter Bus fleet be required to have illuminated destination signs in addition to the branding requirements? <p>All revenue vehicles should be equipped with bike racks. Wi-Fi is only required on the commuter bus routes. Yes, the commuter route vehicles should have mid to high back comfort cloth seats, interior overhead storage, USB charging ports, seatbelts, arm rests, and reading lamps. The commuter bus will be required to have a destination sign visible externally to passengers. If external illuminated destinations signs are unavailable, comparable equipment may be proposed for consideration and approval of the CSPDC.</p>
1.22	<p>In section 4.2 page 45 of the RFP it is stated that “the spare fleet must be adequately sized to provide the necessary passenger capacity to replace any of the fleet buses”. As this requirement would seemingly upsize the spare fleet to the largest vehicle specified in Table 2 on page 44, (32 passenger), would the CSPDC consider amending the statement to requiring “the spare fleet to be appropriately sized to replace a variety of passenger capacities”?</p> <p>The spare fleet should be appropriately sized to replace any of the fleet buses within the same service type. I.e. spare vehicle(s) for the BRITE fixed-route service should have equal or greater seating capacity for all fixed-routes, spare vehicle(s) for commuter bus service should have equal or greater seating capacity for all commuter routes, and demand-response/paratransit spare vehicle(s) should have equal or greater capacity for all demand-response/paratransit service. The CSPDC will consider alternative proposals to spare requirements with reasonable justification.</p>

1.23	<p>On page 44 “Table 2. Fleet Requirements” The Saturday Night Trolley is not listed. In Appendix A “Route Profiles” the Saturday Night Trolley is listed. Will a route vehicle be required for the Saturday Night Trolley, and if so, would a narrow body bus, transit van or 12+2 BOC suffice?</p> <p>Yes, a vehicle will be required in service of the Saturday Night Trolley. Any of the above-mentioned vehicles would be acceptable to the CSPDC so long as they have adequate seating capacity for the max. load observed on the route. Table 2 on page 44 and Table 3 on page 45 have been amended in the RFP document to include this route.</p>
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2.0 – AMENDMENT

As a result of the question provided in 1.23 of the above section, the fleet specifications for the Saturday Night Trolley route were omitted from the original RFP. The RFP has since been amended to include these specifications. Table 2 and Table 3 on pages 44-45 have been updated to reflect the addition of the Saturday Night Trolley route and the fleet specifications for this route.

3.0 – DBE CLARIFICATION

On October 3, 2025 the Department of Transportation issued an Interim Final Rule (IRF) related to the requirements for the certification of DBE firms. Under this IRF, all DBE contract goals on federally-funded transportation projects are zero. This contract did not have a DBE goal so there is no change in that regard. The CSPDC is still required to maintain a bidders list for DBE reporting to FTA. Offerors are still required to complete the DBE form in Appendix C to indicate whether or not they are a DBE firm.

Item	Description
2.1	RFP Document – Amended 10/08/2025

4.0 – ATTACHMENTS

The following item(s) are provided as an attachment to this Addendum:

Item	Description
4.1	RFP Document – Amended 10/08/2025

END OF ADDENDUM



brite

REQUEST FOR PROPOSAL

RFP #2025-001

Turnkey Contract for
Transit Operations and
Maintenance Services

Issued: September 8, 2025

Amended: October 8, 2025

Responses Due: October 31, 2025

CONTACT:

Ann Cundy
Executive Director
ann@cspdc.org





Central Shenandoah Planning District Commission

112 MacTanly Place, Staunton, VA 24401

Phone (540) 885-5174

<https://www.cspdc.org/programs-services/dbe-procurement>

Request For Proposals #2025-001

Title:	Turnkey Contract for Transit Operations and Maintenance Services
Issue Date:	September 8, 2025 Amended October 8, 2025 – See page 44-45
Pre-Proposal Conference:	September 26, 2025
Due Date:	October 31, 2025
Submit:	Electronic submissions accepted through Euna OpenBids
Inquiries:	Questions related to this solicitation should be directed to Ann Cundy, ann@cspdc.org , in writing via email. The deadline for submission of written questions is October 3, 2025. All questions that are pertinent to the RFP will be answered in the form of an addendum, uploaded to the CSPDC website by October 8, 2025.

MAILED, FAXED, HAND-DELIVERED, OR EMAILED SUBMISSIONS ARE NOT ALLOWED

The Central Shenandoah Planning District Commission (CSPDC) is accepting proposals from qualified Contractors for turnkey management, operations, and maintenance of the Blue-Ridge Intercity Transit Express (BRITE) fixed route and paratransit public transportation system.

The requirements for submitting a proposal are stated with the following Request for Proposal (RFP). This RFP has been developed in accordance with the procurement guidelines of the Federal Transit Administration (FTA), applicable provisions of the Virginia Public Procurement Act, and the CSPDC's Procurement Manual. Details are described herein and should be followed accordingly.

The Central Shenandoah Planning District Commission does not discriminate in the solicitation or awarding of contracts on the basis of race, religion, faith-based organizations, color, national origin, age, disability or any other basis prohibited by State or Federal law.

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SECTION 1 – INTRODUCTION AND GENERAL CONDITIONS

1.0 Introduction

Background and BRITE Operations

The Central Shenandoah Planning District Commission (CSPDC) is one of 21 planning district commissions designated by the Commonwealth of Virginia. It is a voluntary association of local government intended to foster intergovernmental cooperation. The CSPDC serves the local governments of Augusta, Bath, Highland, Rockbridge, and Rockingham counties, and the cities of Buena Vista, Harrisonburg, Lexington, Staunton, and Waynesboro, and the 11 towns within the Central Shenandoah Valley region.

CSPDC provides public transportation services to residents, workers, and visitors in the Staunton-Augusta-Waynesboro (SAW) metropolitan area through the Blue Ridge Intercity Transit Express (BRITE) service. BRITE provides fixed route, ADA compliant paratransit, and commuter bus services within the cities of Staunton and Waynesboro and parts of Augusta County, with connections to nearby Rockingham and Albemarle counties and the cities of Harrisonburg and Charlottesville. Following the 2010 census, the Staunton-Augusta-Waynesboro Metropolitan Statistical Area (MSA) was designated as an urbanized area. Today, the region is home to over 125,000 people. The BRITE transit system operates in both the urbanized portion of the region as well as the bordering rural areas.

Funding and Management Structure

CSPDC receives Federal Transit Administration (FTA) funding under Sections 5307 and 5311 to operate public transit services in rural and urban areas around Staunton, Waynesboro, and Augusta County. The CSPDC contracts all operations and maintenance to a third-party provider through a turnkey agreement.

CSPDC staff (Executive Director, Director of Transportation, Transit Program Manager, and Transit Planner) provide contract oversight and contract management, along with the short-and-long-term planning for the transit system. The BRITE Transit Advisory Committee (BTAC) provides additional oversight and service recommendations. The BTAC includes representatives from served municipalities and community funding partners (Augusta Health, Blue Ridge Community College, Shenandoah Valley Department of Social Services, Staunton Downtown Development Association, Wilson Workforce and Rehabilitation Center, and Valley Community Services Board). These partners, along with the Virginia Department of Rail and Public Transportation (DRPT), provide state and local matching funds for federal grants.

Facilities and Infrastructure

CSPDC owns a transit facility at 51 Ivy Ridge Lane, Fishersville, VA 22939, which houses operations, administration, vehicle storage, maintenance bays, and a bus washing area. The selected contractor will have the right to use and occupy a portion of the transit facility through a license agreement. CSPDC staff work primarily from offices at 112 MacTanly Place, Staunton, VA 24401.

The CSPDC also owns and maintains the Lewis Street Transit Hub at 240 N. Lewis Street, Staunton, VA 24401. This downtown transfer facility features a dedicated bus lane with boarding area, separate parking, and bus shelters.

Fixed Route, Commuter Route, and Paratransit

BRITE operates seven fixed routes and complementary ADA-compliant paratransit service within and between Staunton, Waynesboro, and Augusta County. BRITE also operates a Commuter Route branded as the Afton Express. A description of each route is provided in [Section 2.2](#) and full route profiles are included in [Appendix A](#).

Requested Services

The Central Shenandoah Planning District Commission (CSPDC) seeks a qualified Contractor for a comprehensive turnkey service contract for the BRITE Transit System. The selected Contractor will assume full operational responsibility, providing all rolling stock, personnel, customer service, and FTA-Compliant operational/maintenance procedures with safety programs. The Contractor will manage daily operations ensuring safe, courteous, efficient, and reliable transportation while CSPDC retains planning oversight, marketing, and contract management.

The Contractor must deliver a fully operational system with all support equipment, computer systems, maintenance capabilities, and staff training for public transportation services. The Contractor shall keep and maintain the books and records per CSPDC requirements and provide certified monthly operating reports and financial statements.

The BRITE Transit Operations and Maintenance Facility will be available for operations. A separate facility agreement ([Appendix B](#)) will outline Contractor responsibilities for the space and maintenance of the transit facility. The Contractor will also be responsible for the maintenance of bus shelters throughout the system. Details on asset management and maintenance is outlined in [Section 4.2](#).

All BRITE Services are public and ADA-accessible per local, state, and federal law. The Contractor must adhere to all applicable laws; failure may result in financial penalties and contract termination.

The selected Contractor will be compensated by a Fixed Monthly Fee and Revenue/Service Hour Cost. A full description of services to be provided is included in [Section 2](#).

1.1 Procurement Timeline

The following timeline has been established for this solicitation, though dates may change. Local (Staunton, VA) prevailing times apply below:

September 8, 2025	RFP Publication
September 26, 2025	Pre-Proposal Conference (1:00 p.m. EST)
October 3, 2025	Deadline to submit written questions (5:00 p.m. EST)
October 8, 2025	Responses to written questions published on CSPDC website
October 31, 2025	Proposals due – must be submitted electronically by end of business (5:00 p.m. EST.)

1.2 Pre-Proposal Conference

A Pre-Proposal Conference and Facility Tour will be held at the BRITE Transit Facility (51 Ivy Ridge Lane, Fishersville, VA 22939) at 1:00 p.m. (EST) on September 26, 2025. Prospective Offerors are strongly encouraged to attend to review the RFP and ask questions. The conference includes tours of the facility, fleet, and equipment viewing. Prospective Offerors should email Ann Cundy (ann@cspdc.org) to attend.

Questions may be posed at the conference. Preliminary verbal answers may be provided. However, official clarifications or RFP changes will be made by written Addenda only; verbal statements shall not change RFP provisions or bind the Owner. Conference proceedings, including vendor questions and final answers, will be presented in a written Addendum posted to the CSPDC webpage:

<https://www.cspdc.org/programs-services/dbe-procurement>

This is the only opportunity to view and tour the facility. Prospective Offerors are responsible for fully informing themselves regarding RFP contents and worksite conditions.

1.3 Definitions

CSPDC has defined, but reserves the right to redefine through written addenda, the following terms for the purposes of this RFP:

- **Agreement or Contract** – the “Agreement” or “Contract” for the operation and maintenance of fixed-route, paratransit, and commuter services to be entered into between the CSPDC and the successful Offeror in this procurement.
- **Best and Final Offer** – “Best and Final Offer” or “BAFO” means the final, written Proposal made by an Offeror in response to a written request by the CSPDC after the conclusion of discussions with Offerors and submitted by the date and time specified in the CSPDC’s written request.
- **BRITE** – the Blue Ridge Intercity Transit Express which is the public transit system operated by the CSPDC.
- **Cause** – failure to meet or comply with a material requirement of the Contract or applicable state or federal regulations or policies.
- **Commencement Date** – the date that the Contractor selected pursuant to this RFP assumes responsibility for the operations and maintenance of Revenue Service under the Agreement, currently scheduled for July 1, 2026.
- **Contractor** – the prime Contractor preparing and submitting the RFP and selected for service operation. The term “Contractor” is used interchangeably with the term “Service Provider” under this RFP and the Agreement.
- **Contract Term** – the five-year base term and the option periods (if exercised by the CSPDC)
- **CSPDC** – also referred to as the “Owner” means the Central Shenandoah Planning District Commission
- **Customer Complaint** – each separate substantive customer complaint including oral and written complaints, whether received initially by Contractor, CSPDC, or a third party as determined in CSPDC’s sole discretion. The same customer complaint from the same customer shall not be counted as a separate Customer Complaint.
- **Days** – regular business days of the CSPDC (Monday – Friday), unless otherwise specifically indicated.

- **Deadhead** – the movement of a Revenue Vehicle, without fare-paying passengers, from the transit facility to the origin point of the first Trip and from the last scheduled geographic point of the last Trip back to the facility.
- **Deadhead Time** – the time that a Revenue Vehicle travels in Deadhead operations.
- **Equipment** – the equipment supplied by the CSPDC for use by the Contractor in providing services under the Contract.
- **Facility or Facilities** – the CSPDC provided buildings, bus shelters, structures, and grounds, including the BRITE Transit Facility (offices and maintenance facilities) to be used by the Contractor in delivery of services under the Contract, as identified in [Appendix B: Facility License Agreement.](#)
- **Facility Maintenance** – the work required to clean, maintain, and restore buildings, grounds, utilities, systems, and equipment to original condition or such condition that it can be effectively and efficiently used for its intended purpose.
- **Federal Transit Administration (FTA)** – the Federal Transit Administration of the United States Department of Transportation or its successor entity.
- **Holiday Schedule** – a modified schedule to provide a different level of transit service on designated days as defined by CSPDC.
- **In Service Road Failure** – a Revenue Service interruption caused by a failure of an operational or mechanical element of a Revenue Vehicle (or a replacement vehicle) but does not include a service interruption caused by a publicized fleet defect.
- **Key Personnel** – those Contractor individuals who will perform work normally associated with the following functions: General Manager, Assistant General Manager for Transportation Operations, Transit Supervisor, Assistant General Manager for Fleet and Maintenance, Administrative Assistant, Dispatcher, etc.
- **Occurrence** – one separate and distinct event, incident, or episode.
- **OEM** – Original Equipment Maintenance
- **Offeror** – a firm, company, or other person submitting a Proposal in response to this RFP.
- **On-Time Performance** – the percent of schedule runs that are observed On- Time.
- **Operation** – the provision of all public transportation service components listed in this RFP and negotiated in the Contract.
- **Proposal** – a written document submitted by a Proposer in response to this RFP.
- **Prospective Offeror** – any person who attends the pre-proposal conference and registers as an attendee; or registers with the CSPDC as a Prospective Offeror.
- **Public Record** – shall have the same meaning as defined in the Virginia Freedom of Information Act Va. Code Ann. § 59.1-336 as amended.
- **Revenue Hour** – the time a Revenue Vehicle is in Revenue Service, excluding Deadhead Time. Revenue Hours do not include missed trips, or any time when a Revenue Vehicle is out of service for vehicle operator lunch, refueling, training, mechanical breakdown, or other operational variation that would remove a vehicle from availability for revenue service.
- **Revenue Mile** – the distance in miles that a Revenue Vehicle travels in Revenue Service, excluding Deadhead.
- **Revenue Service** – the time when a Revenue Vehicle operates in transit services available to carry fare-paying passengers.
- **Revenue Vehicle** – any vehicle used to provide public transportation services available to carry fare-paying or subscription passengers in the BRITE service area in accordance with the Agreement.
- **RFP** – this Request for Proposals CSPDC #2025-001 Turnkey Contract for Transit Operations and Maintenance Services.
- **Service Hour Cost** – the period of time that a Revenue Vehicle is engaged in Fixed Route System

or other service requested by CSPDC, which begins upon said Revenue Vehicle's pullout from the Facility and ends upon said Revenue Vehicle's return to the Facility, excluding dead time, lunch breaks, and breaks between run splits.

- **Subcontractor** – any person having a contract to perform work or render service to the Contractor as part of the Contractor's agreement arising from this solicitation.
- **Support Vehicle** – a vehicle that is used by the Contractor to support transit services under the Agreement (for activities such as road supervision and operator shift transition) but is not used in Revenue Service, including cars, vans, tow trucks, lift-equipped vans, and service trucks.
- **Trip** – the one-way movement of a revenue vehicle from the origin timepoint to the terminal timepoint along a single route pattern as published in BRITE's route timetable.
- **Unsatisfactory Performance Fees** – a financial reduction of a Contractor's payment(s) for failure to comply with contractual requirements for route performance, maintenance, facility management, cash collection, and reporting requirements with CSPDC and affected federal and state rules and regulations.
- **Work** – all the services, tasks, and responsibilities to be performed by the Contractor under the Agreement. The term "Work" is used interchangeably with the term "Scope of Services" under this RFP and the Agreement.

1.4 Competition Intended

CSPDC intends this Request for Proposal (RFP) to allow full and open competition for operations and maintenance services. Offerors must notify CSPDC in writing if any language, requirement, specification, or combination thereof inadvertently restricts the RFP requirements to a single source. CSPDC must receive such notification no later than ten (10) days before the proposal acceptance date.

1.5 Interpretations, Addenda, and Vendor Contact

No oral explanations or instructions regarding the RFP will be given before contract award. All discrepancies, omissions, questions, or doubts about RFP meaning must be communicated in writing to the designated contact. Offerors should act promptly, allowing sufficient time for replies before proposal submission.

Designated Contact: Ann Cundy, Executive Director
112 MacTanly Place, Staunton, VA 24401
Phone: (540) 885-5174 ext. 116
Email: ann@cspdc.org

Questions must be submitted in writing no later than October 3, 2025. All interpretations will be provided via written Addenda forwarded to all known Offerors and posted on CSPDC's website by October 8, 2025: <https://www.cspdc.org/programs-services/dbc-procurement>

Offerors must acknowledge receipt of all issued addenda on the RFP Cover Sheet. No Offeror shall contact any CSPDC staff, employees, or Board members other than the designated contact regarding this solicitation. Prohibited contact may result in disqualification from the procurement process.

1.6 Disadvantaged Business Enterprise (DBE)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. It is the policy of CSPDC to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts. While the CSPDC has not established a DBE goal for this procurement, it encourages DBE participation in all CSPDC contracting opportunities. CSPDC is required to document the DBE status of all Bidders/Offerors on all procurements for reporting to the FTA. Offerors must complete the DBE Participation Forms included in [Appendix C](#) of this RFP to indicate DBE or non-DBE status.

1.7 General Terms and Conditions

- **Reservation of Rights**

CSPDC reserves the right to cancel, amend, or reissue this RFP or Project at any time with written notice to Prospective Offerors. CSPDC makes no guarantee any contract will be awarded and reserves the right to accept or reject any and all Proposals, or any part thereof, or waive any informalities.

In evaluating Proposals, CSPDC reserves the right to (1) appoint an Evaluation Committee and seek outside technical experts' assistance, (2) make independent cost and fee calculations from Offeror's Price Proposals, and (3) require confirmation of furnished information, additional information concerning Proposals, and additional evidence of qualifications or performance ability.

This RFP does not commit CSPDC to enter into a Contract or proceed with the described procurement. CSPDC assumes no obligations, responsibilities, or liabilities to reimburse costs incurred by parties considering or responding to this RFP. All such costs shall be borne solely by each Offeror.

- **Indemnification**

The Contractor shall indemnify, defend, and hold harmless CSPDC from all suits, actions, claims, demands, liabilities, losses, judgments, costs, and expenses arising from any negligent act or omission by the Contractor, including patent or copyright infringement claims, arising from or relating to Contractor's performance of its obligations under the Agreement or Facility License. This duty extends to acts or omissions by the Contractor's employees, agents, representatives, subcontractors, and suppliers, whether occurring during or outside the contract term.

"Defend" means providing legal counsel for CSPDC or reimbursing CSPDC for its reasonable attorney's fees and costs incurred. "CSPDC" and "Contractor" include their respective employees, officers, officials, agents, and representatives.

CSPDC will provide prompt notice of suits or claims and necessary information for the Contractor's defense through counsel. CSPDC is prohibited by law from indemnifying Contractor and/or other third parties.

- **Legal Entity**

The Contractor shall be a legal entity, licensed to do business in the Commonwealth of Virginia. As part of its proposal, the Contractor shall provide documentation of its entity existence and license to do business in the Commonwealth of Virginia.

- **Precedence in Terms**

In cases of conflicts, the “Federal Provisions, Required Clauses, and Certifications” included in [Sections 6.0 – 6.33](#) shall govern over the General Terms and Conditions outlined in this RFP unless the interpretation would result in a violation of any law or regulation applicable to the performance of the Work.

- **Use of CSPDC’s Name**

No advertising, sales promotion, or other materials of the Contractor or its agents or representatives may identify or reference this Contract or CSPDC in any manner absent CSPDC’s prior written consent. As a condition of entering into this Contract, the Contractor further agrees to refrain from the following, absent CSPDC’s prior written approval:

- Making any statement to the media regarding the subject matter of this Contract; or
- Making any statement to the media on any issue which is in CSPDC’s judgement likely to cause CSPDC or CSPDC staff to be viewed as anything other than neutral with respect to the subject matter of this Contract or cast doubt on the competence or integrity of CSPDC or the Contractor. Failure to comply with this requirement by the Contractor shall constitute a material breach and shall entitle CSPDC to terminate this Contract for default.

- **Severability**

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

1.8 Proposal Conditions

CSPDC reserves the right to reject any/all proposals, waive irregularities, negotiate terms (including financial), and enter into agreements in CSPDC’s best interest. Evidence of collusion between Offerors will result in rejection and potential future disqualification.

Proposal Requirements

- **Single Response** – If only one acceptable proposal is received, CSPDC may request detailed pricing and cost information, and may conduct a price/cost analysis or audit to determine fairness.
- **Confidentiality** – In accordance with Virginia Code Section 2.2-4242(D), proposals will become public record except for material qualifying as “trade secrets” or “proprietary information” under Virginia Code Section 2.2-4342. Each confidential page must be individually stamped “Confidential” at the top. This must be indicated on each page that contains proprietary information. Additionally, the Proposal must include the reasons why such protection is necessary and specifically invoke the protections of Virginia Code Section 2.2-4342(F).
- **Binding Terms** – Proposals constitute binding offers valid for one-hundred eighty (180) days from submission deadline. Terms are subject to CSPDC negotiation. Selected offerors who do not honor binding offers may face legal remedies.

- **Modifications/Withdrawals** – Authorized representatives may modify or withdraw proposals before the deadline by request in writing. Written notices shall be received in CSPDC offices, by email or mail, no later than the date scheduled as the response receipt deadline.
- **Schedule/Amendment** – CSPDC may delay closing dates or amend/cancel the RFP if in CSPDC's best interest. Addenda will be posted on CSPDC website; contractors are responsible for including addenda.
- **Non-Responsive Proposals** – Proposals not materially complying with RFP terms will be rejected as non-responsive. Multiple compliant proposals from same offeror permitted.

Contractor Obligations

- **Compliance** – All contracts must comply with Virginia and federal statutory requirements, including FTA regulations and applicable local, state, federal laws (Workers Compensation, FLSA, ADA, FMLA, OSHA, etc.). See [Sections 6.0 – 6.33](#) for Federal Provisions.
- **Non-Collusion** – Proposals must be fair, without collusion, fraud, or conflict of interest.
- **Subcontracting** – Prime contractors remain solely responsible for all performance. CSPDC must be named third-party beneficiary in all subcontracts.
- **Exceptions** – All exceptions to RFP terms must be identified in writing with specific section references and detailed alternative solutions/impacts.
- **SAM Registration** – FTA recommends prime contractors register at www.sam.gov (free).
- **Self-Information** – Contractors must fully inform themselves of all RFP conditions at their own risk. Any Contractor believing that there is any ambiguity, inconsistency, or error in this RFP shall promptly notify CSPDC in writing of such apparent discrepancy. Failure to notify CSPDC will constitute a waiver of claim of ambiguity, inconsistency, or error.

Protest Procedures

CSPDC shall make every effort to award contracts in compliance with Federal, State, and local regulations. Proposers who feel that a contract has been, or may be, awarded improperly shall have the right to protest in writing the specifications and/or contract award in accordance with the protest policy set forth in Section 4.2 of the [CSPDC's Procurement and Purchasing Procedures Manual](#), which Section is incorporated herein by reference. Protests must be received no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first to:

Ann Cundy, Executive Director
 Central Shenandoah Planning District Commission
 112 MacTanly Place
 Staunton, VA 24401
ann@cspdc.org

If a protestor is not satisfied with the decision made by CSPDC, and Federal funds are involved, the protestor may file a protest with the Federal Transit Administration (FTA). Review by FTA will be limited to:

- Violation of Federal law or regulations
- Violation of CSPDC's protest procedures described herein or failure by CSPDC to review a protest

Protests must be filed with FTA (with concurrent copy to CSPDC) within five (5) working days after protestor has actual or constructive notice that CSPDC has rendered a final decision, or five (5) working

days after the protestor knows, or has reason to know, that CSPDC has failed to render a final decision. After five working days, CSPDC will confirm with the FTA that the FTA has not received a protest on the contract in question.

The FTA Circular 4220.1F is available for review at CSPDC offices. A copy may be obtained from FTA at the following address:

Federal Transit Administration
Region III
1760 Market Street, Suite 500
Philadelphia, PA 19103-4124

CSPDC shall not be responsible for any protests not filed in a timely manner with FTA.

Prohibited Contacts

No employee, officer, or agent of CSPDC shall participate in the selection or in the award of the Contract if a conflict of interest, real or apparent, would be involved. Restrictions on contacts are in place from the date the RFP is issued through contract award.

- No person or firm interested in submitting a Proposal in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such person or firm, shall contact through any means or engage in any discussion with any member of CSPDC Board of Commissioners, or his or her personal staff, or any CSPDC staff or employees regarding this RFP or the scope of services described herein except for communications with the designated contact identified in [Section 1.5](#) of this RFP for purpose of clarifying some element of a Proposal or response.
- CSPDC's officers, employees, and agents cannot solicit nor accept gratuities, favors, or anything of monetary value from Proposers or other parties with an interest in the selection of the award of the Contract.

1.9 Submission of Proposals

Proposal submission constitutes acknowledgement, acceptance, and a binding offer to comply with all RFP terms, conditions, and criteria. All submitted Proposal parts may become part of any subsequent contract between the Contractor and CSPDC. False, incomplete, or unresponsive statements, failure to follow RFP instructions, or failure to provide required submittals may result in Proposal rejection. CSPDC will evaluate requirement fulfillment with final judgment authority. Technically unacceptable Proposals will not be evaluated.

Proposals shall provide straightforward, concise delineation of Offeror's capability to satisfy RFP requirements. Each Proposal shall be submitted in the requested format with maximum page limits and include all pertinent information and submittals, including price, capability, experience, financial resources, management structure, key personnel, and other RFP-required information. Offeror shall furnish prices for all Proposal Price Format items; failure to do so will invalidate the price proposal and may cause rejection.

- **Electronic Submissions**

CSPDC will only accept electronic submissions of the requested materials. Vendors should register

with the electronic submission platform, Euna Open Bids (formerly DemandStar), prior to the due date and time specified in the RFP documents to submit their proposal – see instructions in [Appendix E](#). The electronic date/time stamp when all documents have been submitted is considered the delivered date and time. CSPDC staff will not be able to access the documents until after the due date and time specified on the proposal has passed. Electronic communication should still be handled through the designated contact person (Ann Cundy, ann@cspdc.org) not through Euna. Only the required documents should be uploaded to Euna.

- **RFP Documents**

RFP documents can be found on the CSPDC website on the page designated for this solicitation and can be downloaded from the CSPDC website or through the Euna platform. It is not necessary to register with Euna to access the RFP documents, only to submit proposals.

- **Preparation of Proposals**

Offerors shall submit Technical and Price Proposals as separate files identified as “Technical” and “Price” according to the specifications outlined in [Section 4.0](#). Forms may be signed and electronically scanned before uploaded to Euna. If awarded, a copy of the notarized/original documents must be mailed to the CSPDC.

1.10 Term of Agreement

The award under this RFP will be a Competitive Negotiation selection based on technical qualifications and price, as specified in [Section 5.0](#). The CSPDC will evaluate and score proposals according to the evaluation criteria set forth in [Sections 5.3 and 5.4](#) of this RFP. Based on the evaluations, CSPDC will select for award the proposal that offers the best value to CSPDC.

The Contractor selected for award under this RFP will enter into a Contract with CSPDC to operate and maintain fixed-route, commuter route, and paratransit service. The initial Contract Term shall be five (5) years from the date of the execution of the Contract by both parties through June 30, 2031. The initial Contract Term will include an approximately 90-day transition and start-up period, followed by the commencement of Revenue Service on July 1, 2026 (the Commencement Date). Following conclusion of the initial Contract Term, the CSPDC, at its sole discretion, may elect to renew the contract for up to two (2) consecutive two-year terms.

Compensation for the Transition and Start-up period will be a lump sum fixed price for that period, as set forth in the Contractor’s proposal, to be paid in monthly installments. Upon the commencement of responsibility for Revenue Service, the Contractor will be compensated based on the Fixed Monthly Fee, and the Rate per Revenue Hour for the applicable Contract year, including option years.

In the event the CSPDC exercises its option to extend the contract for up to two additional terms of two years each, the service hour rate during the additional two-year period shall be adjusted based on the percentage increase, for the twelve (12) months ending each preceding December (the “Reference Period”), in the Consumer Price Index for All Urban Consumers (“CPI-U”), U.S. City Average, all items (1982-1984=100). The adjusted service hour rate shall be calculated by:

- Multiplying the service hour rate for the prior contract year by the percentage increase in the CPI-U during the Reference Period,
- Rounding the product to the nearest one-hundredth of a dollar, and

- Adding the result to the service hour rate for the prior contract year. There shall be no adjustment in the service hour rate if there is either no change or a decrease in the CPU-I during the Reference Period.

CSPDC will notify the Contractor at least six (6) months in advance of contract expiration of intent to renew the Contract. The Contract term and all services performed under the agreement are contingent upon Local, State, and Federal funding.

Upon the expiration of the Term or in the event of an earlier termination of the resulting Contract, the Contractor shall fully cooperate in any procurement process conducted by CSPDC (including, but not limited to providing access to the Facility, coordinating the transfer of equipment, and taking other related actions).

1.11 Contract Termination and Claims

CSPDC reserves the right to terminate the Contract if the Contractor does not perform as required by the terms of the Agreement. Reasons for termination may include, but are not limited to, the following:

- Failure to adhere to tasks and services outlined in this RFP, and the resulting Agreement
- Failure to provide sufficient personnel and Key Personnel as submitted in the Agreement
- Substitution of Key Personnel or other identified personnel without prior approval of CSPDC
- As required by federal law, a determination that termination of the contract is in the Government's best interest

Prior to termination, CSPDC will send a cure notice to the Contractor, identifying performance deficiencies and providing a reasonable timeframe within which Contractor may attempt to rectify the deficiencies. All contractual claims for money or other relief shall be adjudicated using the following procedure:

- **Notice** – the Contractor shall give written notice of his or her intention to file a contractual claim to the Executive Director of the CSPDC at the time of the event of beginning of the work upon which the claim is based.
- **Claim** – Contractual claims must be submitted in writing to the Executive Director of the CSPDC no later than sixty (60) days after final payment.
- **Decision** – The Executive Director of the CSPDC, or an authorized designee, shall make a written decision addressing the claim within ninety (90) days of submission.
- **Appeal** – The decision of the Executive Director of the CSPDC will be final unless the Contractor files a timely Letter of Appeal pursuant to the administrative appeals procedures described below.

Any Contractor may appeal a decision addressing a Contract claim. Protests by any Offeror will be governed by the procedures set forth in [Section 1.8](#) of this RFP. All administrative appeals shall be adjudicated using the following procedure:

- **Institution** – A person entitled to appeal a decision listed in the prior paragraph by filing a Letter of Appeal with the Executive Director of the CSPDC within ten (10) days of the date of the decision being challenged. No appeal will be allowed if the Letter of Appeal is untimely.
- **Sufficiency of Letter of Appeal** – The Letter of Appeal shall specify the basis for the appeal, relief sought, and whether a hearing is requested.
- **Decision Without Hearing** – If a hearing is not expressly requested, the Executive Director of the

CSPDC shall render a written decision within ten (10) days of receiving the Letter of Appeal.

- **Hearing and Decision** – If a hearing is requested, it shall be held within thirty (30) days of receipt of the Letter of Appeal. The hearing will be conducted by a disinterested arbiter appointed by the Executive Director of the CSPDC. The arbiter should be an attorney-at-law. Each party will have the opportunity to present pertinent information during the hearing. The hearing shall be an informal administrative proceeding, rather than a judicial-like trial, but is nevertheless the appellant's burden to produce evidence sufficient to show that the Executive Director's decision was erroneous. The hearing shall be recorded and should be transcribed. A final decision with findings of fact will be issued within twenty-one (21) days of the hearing.
- **Judicial Review** – For matters which are appealable under this section, the process set out in this section is a mandatory pre-requisite to the filing of any judicial action against CSPDC. After the completion of such process, however, such a judicial action may be filed within twenty-one (21) days of the issuance of the arbiter's decision and not afterward. Such arbiter's decision shall be presumed correct and shall not be set aside unless (i) it reflects a material legal error or (ii) it is factually unsupported by the record of the arbiter's hearing. The arbiter is entitled to assess the credibility of all witnesses, and such assessments shall not be attacked judicially.

Unless otherwise directed by the CSPDC, Contractor shall continue performance under this contract while matters in dispute are being resolved.

1.12 Invoices and Payments

The Contractor shall submit a monthly invoice by the **10th day** of each month for the previous month's service. The invoice will be based upon the monthly service report and will be submitted on a template provided by CSPDC.

CSPDC has the right to adjust the total invoice amount for application of difference in total revenue hours, Unsatisfactory Performance Fees, and any other adjustments deemed appropriate. When such adjustments cause a difference in the invoice amount due to Contractor, CSPDC will notify Contractor in writing of such changes. If Contractor objects to any such adjustments made by CSPDC, Contractor may pursue a dispute resolution. CSPDC will submit payment to the Contractor within 30 days of receipt of such invoice.

CSPDC reserves the right to request any information to support any charges submitted in the invoices. CSPDC may at any time conduct an audit of any records kept by Contractor that are directly or indirectly related to the service provided under the Contract.

1.13 Revenue Hour Cost

Revenue Hour Cost Proposals shall use a fixed rate per revenue hour that CSPDC pays the Contractor. The cost per Revenue Hour includes one in-revenue service hour operation for each service class, excluding fuel costs.

The Contractor shall provide a separate fixed-rate charge for Facility and Shelter Maintenance, not included in Revenue Hour Cost. CSPDC pays maintenance costs beyond those in the Facility License Agreement. A full description of covered facility maintenance expenses is provided in [Appendix B: Facility License Agreement](#).

Contractor shall not be compensated for any service or maintenance activity, or any other expenditure, the cost of which is incurred without written authorization from the CSPDC Executive Director. Unless specifically provided in this Proposal, the prices provided shall remain fixed and shall not be adjusted as a result of increases in the cost of performance.

1.14 Unsatisfactory Performance Fees

CSPDC and the Contractor agree that CSPDC will incur damages if the Contractor fails to perform the Services. The parties further acknowledge and agree that the damages, which might be reasonably anticipated to accrue as a result of failure to meet one or more of the required service levels, are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay Unsatisfactory Performance Fees according to the rates and conditions set forth in [Sections 3.0 – 3.10](#).

SECTION 2 – SCOPE OF WORK

2.0 General Description of Work

The Contractor shall operate all services to the required levels and standards described throughout this RFP. This includes providing all necessary items to begin operations on July 1, 2026, including rolling stock, maintenance tools and equipment, and related personnel. The Contractor shall provide all tools needed for the maintenance of vehicles except those permanently affixed to the facility and those provided by CSPDC. The Contractor shall provide office equipment for operation of the Fixed Route System including, but not limited to, computers – including hardware, software, and peripherals – furniture, and copiers, except for the equipment provided by CSPDC under inventory under this RFP.

CSPDC expects strict compliance with all applicable laws, statutes, ordinances, rules, regulations, methods, and procedures of government boards, bureaus, offices, and agents. The Contractor shall cooperate with law enforcement agencies with respect to security activities on board vehicles and elsewhere.

2.1 Service Levels at Issuance of RFP

The range of service hours identified below includes historic operations for each CSPDC service. As described within this RFP, CSPDC reserves the right to increase or decrease service hours to meet the demand of the Service. All routes and times are posted on www.BRITEBus.org.

Table 1. Historical Revenue Hours and Miles

Fiscal Year	Fixed Route		Paratransit		Commuter Bus	
	Revenue Hours	Revenue Miles	Revenue Hours	Revenue Miles	Revenue Hours	Revenue Miles
2019	27,203	518,462	3,470	63,080		
2020	28,928	552,892	4,435	53,542		
2021	28,894	552,091	4,263	52,808	<i>*Launched in 2021</i>	
2022	29,343	557,724	4,262	45,980	3,035	106,475
2023	29,051	554,470	4,205	52,949	4,193	132,408
2024	27,291	504,641	4,611	63,142	4,634	137,836
2025	26,931	499,891	4,999	64,697	4,713	147,781

2.2 Fixed Route Service Plan

Fixed Routes

BRITE operates seven (7) fixed routes, one (1) commuter route, and ADA Compliant Complementary Paratransit service.

- Staunton Downtown Trolley – serves historic downtown Staunton destinations and operates Monday through Friday (10:00 a.m. to 9:00 p.m.; November – April winter hours conclude at 6:00

p.m.), and Saturday (10:00 a.m. – 6:00 p.m.).

- Staunton Saturday Night Trolley – operates a route similar to the Staunton Downtown Trolley on Saturday evenings (6:00 p.m. – 10:00 p.m., November – April winter hours conclude at 9:00 p.m.) to provide connections to retail and entertainment destinations.
- Staunton West/North Loops – serves the outlying neighborhoods as well as medical and retail destinations. Operates Monday – Friday (6:30 a.m. – 7:30 p.m.) and Saturday (7:30 a.m. – 5:30 p.m.).
- Stuarts Draft Link – provides service within Stuarts Draft and facilitates connections to Fishersville and Waynesboro to serve retail and residential areas, Augusta Health facilities, and employment centers. Operates Monday – Friday (6:45 a.m. – 6:45 p.m.).
- Waynesboro Circulator – travels within the City of Waynesboro to provide connections to employment centers, retail, and medical facilities. Operates Monday – Friday (6:30 a.m. – 6:22 p.m.) and Saturday (7:30 a.m. – 8:22 p.m.).
- 250 Connector – provides service between Staunton and Waynesboro via the Route 250 corridor serving Augusta Health and Wilson Workforce and Rehabilitation Center. It connects to the Staunton West/North Loops, Staunton Downtown Trolley, Stuarts Draft Link, and BRCC Shuttles. Operates Monday – Friday (7:30 a.m. – 9:30 p.m.) and Saturday (8:30 a.m. – 7:30 p.m.).
- Blue Ridge Community College (BRCC) Shuttles – operates between Staunton and Harrisonburg, traveling along I-81 and Route 11. Provides service to Blue Ridge Community College as well as Staunton, Verona, Weyers Cave, Bridgewater, Dayton, Mount Crawford, and Harrisonburg. Operates using two vehicles to provide hourly service. Operates Monday – Friday (7:00 a.m. – 7:00 p.m.).

Commuter Bus

The Afton Express provides commuter bus service between Staunton, Waynesboro, and Augusta County and Charlottesville and Albemarle County with stops at major employers such as Augusta Health and the University of Virginia and its affiliated healthcare system. It operates Monday through Friday with four trips in the morning (5:30 a.m. – 9:00 a.m.) and five trips in the evening (2:40 p.m. – 8:50 p.m.).

2.3 Paratransit (BRITE Access) Service Plan

BRITE offers ADA compliant complementary paratransit service within the Staunton-Augusta-Waynesboro area and deviated fixed route service within a three-quarter (3/4) mile radius of any BRITE fixed route. This is an origin to destination service. Riders must have certified eligibility to use the service. Drivers are only permitted to assist with boarding and disembarking from the curb of the origin to the curb of the destination.

Hours of Operation

BRITE Access service hours span is generally between 7:00 a.m. and 5:30 p.m. on Monday through Friday. All other times of operation are served through fixed-route deviations.

Application

All individuals seeking BRITE Access service must complete an application. Applications are available at the BRITE Transit Facility, and on the BRITE Bus website (www.BRITEBus.org). The application is designed to provide the passenger an opportunity to describe their mobility impairment as it relates to their ability to ride the fixed route system. All sections of the application should be completed before it is processed. The Contractor will process and act on applications in accordance with all applicable Federal laws and regulations to include verification and certification, denials, and recertifications. The Contractor will then be responsible for uploading client information into the scheduling software. CSPDC does not currently have a scheduling software system. The Contractor will be responsible for providing a demand-service scheduling software system and will be responsible for scheduling and booking trips.

2.4 General Route Scheduling and Planning

CSPDC will specify all routes, schedules, headways, and service frequency. Route profiles for current service are included in [Appendix A](#). The Contractor shall develop driver shifts and perform all scheduled services per CSPDC's operating standards, including emergency or weather-related adjustments.

CSPDC retains sole authority to establish transit policy, routes, and fares, with input from participating cities, counties, or state agencies. While planning remains with CSPDC, Contractor shall actively participate in evaluating new services and recommend improvements to routes, fares, service standards, and CSPDC operations when appropriate.

Service Modifications

CSPDC may modify or adjust services at any time, including adding/removing bus stops; extending, removing, or adding routes; reallocating, decreasing, or increasing service hours or frequency; adding commuter express or new services; or modifying vehicle/facility maintenance requirements. CSPDC and Contractor shall jointly evaluate schedules periodically to address ridership, demand, street configuration, and traffic changes.

Process for Service Changes

Service changes proposed by CSPDC shall be submitted to the Contractor in writing with reasonable detail and proposed implementation date. Within 30 days, Contractor shall provide written estimates of cost/savings, operational impacts on existing operations, maintenance, schedules, routes, equipment, and additional capital equipment needs. Upon CSPDC direction, Contractor shall implement approved changes per CSPDC's established schedule. Only CSPDC-directed or approved changes shall be implemented.

Temporary Modifications

CSPDC may direct temporary service or schedule modifications for short-term operating problems or seasonal route adjustments. Revenue Hour Cost rates apply to all temporary modifications.

Expansion of Services

The [BRITE Transit Development Plan \(TDP\)](#) outlines potential service expansions and passenger enhancements that may be implemented in the next five to ten years. The TDP is meant to serve as a guide for service planning for the short-and-medium-term future. Two projects of interest are microtransit service, and the new Staunton South Loop route.

- Microtransit – CSPDC completed a microtransit feasibility study in July 2025 that identified several zones within and adjacent to the current BRITE Transit service area that may benefit from an on-demand transportation solution.
- Staunton South Loop – Data collected during the development of the most recent TDP indicates the addition of a new route may be necessary to add capacity within the system.

CSPDC intends to implement these changes when the conditions are appropriate. The timeline for implementation is not yet determined. Service specifications for these services should not be included in the technical or price proposal. CSPDC reserves the right to add services at a later date through an amendment to the service Contract.

2.5 Holidays

BRITE Bus observes several national holidays, and service is adjusted according to the specifications below:

BRITE Bus does not operate on:

- New Year's Day
- Martin Luther King, Jr. Day (no Afton Express service; regular BRITE service)
- Memorial Day
- Juneteenth (no Afton Express service; regular BRITE service)
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve (no Afton Express service; BRITE service concludes early)
- Christmas Day
- New Year's Eve (no Afton Express service; BRITE service concludes early)

The only exception is that the Staunton Downtown Trolley operates on the following holidays:

- Memorial Day
- Independence Day
- Labor Day

2.6 Dispatching

The Contractor shall provide dispatching services including bus operator sign in/out, vehicle route assignments, pre/post inspections, incident management, and road calls. The Contractor must maintain communication with all in-service vehicles, including intra-vehicle communication during all operating hours without exception. CSPDC provides mobile data collection terminals and software (Passio) that provides some capability for communication between dispatcher and drivers; however, all other communication means are Contractor's sole responsibility.

Dispatching personnel shall be on duty and in radio communication with operators during all operating

hours. Personnel must be trained in professional techniques, radio protocol, and cooperative communication methods with operators and passengers. Contractor shall follow FCC guidelines, maintain logs of all dispatching and radio communications (subject to CSPDC examination), and ensure dispatch personnel can speak, read, and write Standard English.

2.7 Operating Facility

CSPDC will provide a dedicated administrative/bus depot/maintenance facility for Contractor use. The Contractor shall occupy and maintain an assigned portion of space in the Facility according to the terms of the Facility License Agreement included in [Appendix B](#), including, but not limited to performing all activities associated with the maintenance of facilities and equipment required for the operation of the system. This shall include maintenance and inspection of other equipment provided by CSPDC. (e.g., Bus Wash, ITS System, Modems, Antennas, etc.). The Contractor will be responsible for developing a fire and emergency evacuation plan for the Facility to be approved by CSPDC.

2.8 Rolling Stock

The Contractor will be required to provide the fleet and support vehicles, and the CSPDC will continue to utilize federal and state funding levels under the capital cost of contracting. Thus, the Contractor-provided vehicles may not include any federal or state interest. The Offeror's proposal shall include a statement confirming that there is no federal or state interest in the rolling stock planned for use in CSPDC service. This statement will be forwarded to the Virginia Department for Rail and Public Transportation (DRPT) for verification. Rolling stock technical requirements are set forth in [Section 4.2](#). The capital cost of the rolling stock is to be detailed in the Price Proposal according to the specifications outlined in [Section 4.3](#).

2.9 Fuel

The Contractor is required to provide fuel for the rolling stock including spare and support vehicles. There is no provision for storage of fuel at the Transit Facility and no onsite storage of fuel is permitted. CSPDC intends to reimburse the Contractor for actual fuel costs for Revenue Vehicles only with documentation of fuel use by vehicle. The price per gallon shall be no more than 5% greater than the American Automobile Association (AAA) price per gallon for regular unleaded gasoline and diesel, as shown by the monthly average in the AAA Daily Fuel Gauge Report for Virginia's Staunton-Augusta-Waynesboro Metropolitan Area.

Contractor shall submit a monthly invoice by an agreed upon date each month for the previous month's service. The invoice will be based upon the monthly fuel report and will be submitted on a template provided by CSPDC.

2.10 Vehicle Maintenance

The Contractor shall handle all vehicle maintenance per manufacturer requirements and maintain records including pre-trip inspections, preventative maintenance, defect corrections, fueling, interior/exterior cleaning, manufacturer recalls, road calls, and separate electronic or hardcopy files for each vehicle (retained until disposal). Preventative maintenance must meet or exceed state/federal requirements and manufacturer standards, procedures, and intervals. Contractor shall provide brief daily maintenance reports of PMs performed and due, plus comprehensive quarterly reports.

CSPDC expects clean buses in good working condition for safety, public image, and customer satisfaction. CSPDC may inspect vehicles for cleanliness anytime. The Contractor shall ensure adequate vehicle availability for continuous service and document all preventative maintenance, repairs, and cleaning for CSPDC inspection upon demand.

All fleet management and maintenance costs shall be included in Offeror's proposal, including parts, fluids, sublet work, shop equipment, and tools.

CSPDC reserves the right to periodic inspection of all Revenue Vehicles. Inspections will be coordinated with the Contractor and will not adversely impact service delivery. CSPDC is responsible for the cost of these inspections. Any safety-related deficiencies identified in the inspections will be corrected by the Contractor within seven (7) days with vehicles subject to CSPDC re-inspection.

All Revenue Vehicles shall be equipped with fire extinguisher (current annual inspection tag), first-aid kit, blood-borne pathogen kit, two (2) complete wheelchair tie-down sets, functioning communications equipment, web cutter, and safety triangles (alternative/expanded equipment lists may be suggested).

2.11 Management

The Contractor shall hire, train, and manage qualified personnel to perform contract responsibilities and obligations, determining total personnel necessary for operations and services. Contractor has full authority over employee control, supervision, compensation, and discharge, and responsibility for all employee payment matters including social security, withholding, and regulatory compliance.

The Contractor shall maintain designated onsite managers and point-of-contacts for operations and maintenance duties, with adequate staffing throughout the contract. A detailed staffing plan designating managerial personnel and their specific responsibilities is required per [Section 4.2](#). Minimum duties include:

- Personnel hiring and discipline, training, and scheduling regularly assigned personnel
- Arranging backup personnel assignments when necessary
- Distributing and collecting operating reports
- Daily monitoring and securing fare collection
- Preparing monthly operations summaries and invoices documenting all charges
- Immediate responsibility for operational problems and passenger complaints with timely, accurate reporting
- Accident review, analysis, and chargeability reviews

All project personnel shall maintain professional, courteous attitudes toward passengers, answer passenger questions (including schedules) to the best of their ability and perform other directed tasks. Vehicle operators and public-facing personnel shall wear uniforms or clothing specified by the Contractor and approved by CSPDC, displaying the System logo/name with clean, neat appearance. The Contractor is responsible for uniform costs.

The Contractor shall comply with applicable local, State, and Federal laws and regulations.

Training

All new employees must complete the Contractor's training program. The Contractor shall inform CSPDC of training hours and types for each position. Training implementation must ensure vehicle operator training doesn't occur during peak service hours at revenue service expense.

Behind-the-wheel instruction shall include:

- Bus maneuvers
- Fare/transfer structure
- Pre-trip inspection
- Map/schedule reading; route/system familiarization
- Radio procedures
- Vehicle familiarization
- Accident/incident procedures and reports
- State motor laws
- Safety and security
- Drug and alcohol testing program
- Passenger relations/de-escalation training
- Elderly and disabled procedures, wheelchair lifts/accessibility devices
- Title VI and ADA sensitivity training

The Contractor shall ensure each vehicle operator is fully knowledgeable of duties/responsibilities and can operate transit vehicles safely.

Safety Program

The Contractor shall develop an ongoing Safety Program ensuring a safe operating environment and address unsatisfactory operator performance, providing refresher courses for operators not driving for over thirty days. All vehicle operators and maintenance employees must complete this program annually.

Employee Screening and Monitoring

Before employing vehicle operators, Contractor shall obtain detailed information on employment experience, driving record, professional driving experience, motor vehicle violations/accidents, criminal history, personal/character references, and complaints from previous professional driving employment. The Contractor shall investigate and verify all applicant information accuracy.

The Contractor shall conduct annual DMV record checks for all employees operating service vehicles, checking for accidents, vehicle code violations, license suspensions, or other information questioning employee fitness to operate vehicles per applicable federal, state, and local laws.

Adequate numbers of fully qualified vehicle operators shall be available during all operating hours ensuring consistent, reliable service per high industry standards.

Meetings

Quarterly performance meetings will be held and shall include CSPDC Director of Transportation, CSPDC Transit Program Manager, and Contractor General Manager. Regular and as-needed meetings with other

key staff will occur. CSPDC shall include key Contractor staff in service, planning, maintenance, and operations meetings, especially when contemplating new equipment/systems purchases or significant planning decisions. Contractor representatives shall attend regular CSPDC public meetings.

2.12 Financial Records and Reporting

Financial and Performance Records

The Contractor shall maintain written financial and performance records for Fixed Route, Commuter Route, and ADA-compliant Paratransit services. Monthly performance and financial reports must be submitted by the tenth (10th) of the following month using CSPDC's standardized format to comply with National Transit Database Reporting. Records must be available for CSPDC inspection at all times. If directed by CSPDC, the Contractor must supply independent audit of reported data (CSPDC selects auditor and bears expense). Failure to comply may result in contract termination.

CSPDC reserves the right to require electronic report submission using industry standard computer file formats. The Contractor shall collect required data and provide period statements comparing past performance against management goals and objectives. Required reports include but are not limited to: Revenue Hour and Mileage Reports, Passenger Reports (by route), ADA Summary Reports, Customer Relations (Phone Call Log), On-Time Performance Reports, Safety Reports, Farebox Reports, Vehicle and Fuel Usage Reports, Drug & Alcohol Reports, and additional National Transit Database data. Most reports are required monthly or quarterly. The Contractor shall install mechanisms ensuring data accuracy and error screening. CSPDC reserves rights to perform additional accuracy checks and may require Contractor to demonstrate data collection/substantiation ability prior to service start.

Incident and Accident Reporting

All accidents involving transit service vehicles or resulting in personal injury to passengers/drivers/public or damage to vehicles/property (regardless of severity) shall be reported immediately to CSPDC designee verbally or via email.

An initial written report complying with state/federal requirements shall be forwarded to CSPDC within forty-eight (48) hours. A final written report shall be forwarded within five (5) days. Contractor shall make employees available for CSPDC interviews upon request.

All media requests concerning transit services, CSPDC services, accidents, or incidents are CSPDC's responsibility. Contractor shall refer media questions to CSPDC. Contractor employees are prohibited from speaking to media about accidents/incidents. The Contractor must educate staff on these requirements.

National Transit Database (NTD) Reporting

CSPDC receives federal subsidies based on FTA formulas calculated from annual NTD data. Contractor shall meet all NTD reporting requirements and comply with FTA specifications for NTD regulation compliance. Complete required forms, instructions, and sampling methodologies will be provided. The Contractor shall conduct all relevant data collection, collect passenger mile data in designated sampling years per NTD requirements, and submit reports to CSPDC within sixty (60) days following calendar year end. Contractor shall collect other fleet, financial, or operating data as required by NTD.

Data Collection and Ownership of Data

The Contractor shall follow data collection and reporting procedures documenting daily operations and providing basis for monitoring/evaluating service productivity. Contractor shall utilize mobile data terminals, ITS equipment, and computer support equipment provided by CSPDC. Contractor must have necessary computer hardware/software to maintain databases of maintenance, operations, and passenger information, and install mechanisms ensuring data accuracy and error screening. CSPDC retains rights to perform additional accuracy checks.

All information (oral/written) related to contract services, whether obtained from CSPDC/agents/other sources or generated by Contractor, shall be used solely for contract fulfillment. Documents, reports, or data generated by Contractor become CSPDC's sole property, subject to FTA rights. Contractor shall not release documents/reports/data without prior CSPDC written permission, unless required by government officials, law enforcement, or law.

2.13 Customer Service

Customer satisfaction is paramount to CSPDC. All customer service activities are to be performed by the Contractor to the highest standards. Except for requests from the media, the Contractor shall be responsible for the customer service aspects of the transit system, including but are not limited to:

- Staffing reception desk at transit facility during core hours (8:00 a.m. to 5:00 p.m.)
- Disseminating information and distributing route brochures and schedules
- Answering all inquiries through BRITE website, social media messages, and phone calls related to transit operations, attempting to resolve customer concerns before escalating to CSPDC staff
- Publishing all public-facing notifications for service alerts, inclement weather, and emergency notifications (CSPDC provides access to BRITE Transit website, social media accounts, and necessary technology)

The Contractor shall document all formal passenger complaints and any operational problems to CSPDC. The logging of complaints shall include date, time, and a written description of each complaint. Contractor shall respond to passenger complaints in accordance with the CSPDC passenger complaint process in force at the time of the complaint. Contractor shall provide information requested by CSPDC and otherwise cooperate with CSPDC in the resolution of any complaints appealed to CSPDC pursuant to said passenger complaint process.

2.14 Drug and Alcohol Testing

The Contractor shall establish and maintain a drug and alcohol testing program for its safety-sensitive employees. All personnel shall be drug tested in accordance with a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, documented procedures shall be established, and an aggressive safety program shall be developed. The program shall include at least pre-employment, reasonable suspicion, post-accident, and random testing, per FTA requirements. If the Contractor has a "second chance" policy the program shall comply with FTA requirements.

The Contractor shall fully document all testing records in full compliance with the current Federal Transit Administration (FTA) regulations for drug and alcohol testing. This shall include records for pre-employment, random, post-accident, self-reporting, reasonable suspicion, and follow-up testing. Such records shall be maintained in accordance with FTA regulations and the Contractor shall allow the CSPDC

to review records immediately upon request. The Contractor shall report drug and alcohol testing data to the CSPDC as requested and provide the annual MIS for all safety sensitive employees involved in CSPDC transit service delivery. Additionally, a copy of the Contractor's FTA compliant Drug and Alcohol policy is to be submitted with the proposal.

2.15 Farebox Revenue Handling

The CSPDC regards fares as an essential funding mechanism for transit operations. Fare levels and policies are established by the CSPDC. The current fare policy is as follows:

- \$0.25 for Staunton routes (\$3 farecard for 12 rides)
- \$0.50 for all other fixed routes (\$5 farecard for 12 rides)
- Reduced fares seniors (age 65 and over), persons with disabilities, and Medicare card holders (\$0.10 for Staunton routes, \$0.25 for all other fixed routes)
- \$0.50 for paratransit or deviated fixed route service in Staunton
- \$1.00 for paratransit or deviated fixed route service outside of Staunton
- \$3.00 for Afton Express commuter bus route (\$25 farecard for 10 rides)

The following groups are eligible for fare-free rides:

- Children twelve (12) years of age and younger may ride free when accompanied by an adult
- Students ride free with presentation of valid student ID on BRITE fixed routes
- Faculty of BRCC and JMU ride free with presentation of valid ID on BRITE fixed routes
- Clients of WWRC ride free with valid ID on BRITE fixed routes
- Riders going to or leaving Augusta Health facilities ride free on BRITE fixed routes
- UVA-affiliated passengers ride free on the Afton Express with presentation of valid ID

The Contractor shall be responsible for collecting and recording all fares paid through farebox collection, as well as farecard and token sales. Fareboxes shall be provided and maintained by the Contractor. Multi-punch farecards and fare tokens will be provided by CSPDC and shall be made available for sale at the BRITE Transit Facility and for purchase from operators on the bus. The Contractor will account for and retain all revenue collected through fares, and CSPDC will reduce monthly payments accordingly. Accurate records of sales and fares collected shall be submitted with the required monthly reports. The monthly report and invoice shall indicate the gross contract amount based on the service hour cost, less any fare revenue collected. CSPDC will pay the net contract amount. All records of fare collection, including deposit records are subject to audit by CSPDC or representatives of other funding partners.

2.16 Advertising

CSPDC regards third-party advertising as a viable revenue stream for funding of transit services. CSPDC, or their agent, will be responsible for advertising including all policies and decisions with respect to the content, placement, and revenues. The Contractor will be responsible for installation and removal of advertising materials on the exterior of buses and will cooperate with CSPDC to ensure that installation and removal is completed as specified in the schedule. Based on experience over the past year, the Contractor's role in supporting CSPDC's advertising efforts is not anticipated to exceed ten hours of labor per month. This effort does not encompass full bus wraps.

2.17 Branding

CSPDC will require the Contractor to brand the buses to demonstrate to the community that this is a cohesive public transit system. CSPDC will provide the graphics for branding and will work with the Contractor on the schedule for displaying graphics on the buses. The cost for branding the buses will be paid by the Contractor. The costs related to this effort should be included in the capital cost of the rolling stock.

2.18 Technology and Communications

The Contractor shall provide the technology required to operate the transit system in an efficient and effective manner, including, but not limited to computer hardware and software, specifically paratransit/deviated fixed route scheduling software, telephones, radios, and office equipment. The CSPDC will provide mobile data collection tablets for all buses and the software system required to operate these devices. The Contractor will be responsible for installing the devices on all fleet vehicles and providing training to operators on how to use the system.

2.19 Insurance Requirements

At a minimum, the Contractor must have the following insurance requirements:

General Liability

The Contractor shall provide and maintain general liability coverage for bodily injury, including, but not limited to sexual assault, and property damage of \$5,000,000 combined single limit for any one occurrence.

Automobile Liability

The Contractor shall provide and maintain automobile liability coverage for all revenue and non-revenue vehicles used in service to BRITE for bodily injury and property damage to a combined single limit of \$5,000,000 for any one occurrence.

Collision and Comprehensive

The Contractor shall provide and maintain collision and comprehensive physical damage coverage on all revenue and non-revenue vehicles used by Contractor or under Contractor's care, custody, or control. Coverage shall be in an amount acceptable to CSPDC but in no event less than replacement cost coverage that would be sufficient to replace damaged or totaled vehicles with vehicles of same or similar functionality.

CSPDC, its commissioners, and employees shall be named as an "additional insured" on the Automobile and General Liability, Collision and Comprehensive policies, and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage CSPDC may possess." (Use "loss payee" where there is an insurable interest.)

Workers Compensation

The Contractor shall provide Employers Liability at \$1,000,000 each accident, each disease (employee), and each disease (aggregate).

Unemployment and Taxes

According to the law of the Commonwealth of Virginia.

All insurance coverage required to be maintained or provided by the Contractor must be with insurance companies licensed and admitted by the Commonwealth of Virginia. All policies for automobile, collision and comprehensive, and general liability must name CSPDC as additional insured as stated above. Certificates of insurance (except unemployment insurance) are to be submitted to CSPDC on an annual basis, or when expired, and immediately when carriers or coverage limits change.

All insurance costs shall be at the expense of the Contractor. Failure to maintain all insurance coverages as listed above at any time during the duration of the Contract may result in immediate termination of the Contract.

SECTION 3 – PERFORMANCE MEASURES

3.0 Performance Measures

Performance measures are intended to help both CSPDC and the Contractor achieve excellent service for customers. CSPDC has established a comprehensive set of Performance Measures aimed at ensuring exceptional service delivery for the benefit of the riding public. These measures represent clear and attainable goals, carefully designed to promote optimal performance from the Contractor(s). Achieving these benchmarks is a collaborative effort, with CSPDC and the Contractor working together to enhance the overall transit experience for our community. To support this collaboration, the Contractor will provide monthly Key Performance Indicator (KPI) reports, encompassing all Performance Measures, and CSPDC will hold quarterly performance meetings.

Certain performance measures are tied to Federal Transit Administration (FTA) regulations. Failure to comply with Federal requirements regarding the Americans with Disabilities Act (ADA), Title VI, and Drug and Alcohol policy may jeopardize CSPDC's standing with the FTA and may impact CSPDC's ability to receive federal or state funding for transit services. As outlined in [Section 1.14](#), and as indicated below, CSPDC reserves the right to collect Unsatisfactory Performance Fees for failure to meet performance standards associated with these program areas. The schedule of fees is provided below, and a description of how these fees may be collected is provided in [Section 1.12](#).

3.1 On-Time Performance

An on-time trip is one that arrives no more than five (5) minutes early and no more than two (2) minutes late and departs no more than one (1) minute early and no more than five (5) minutes late. On-Time Performance is measured on a system-wide basis and calculated annually. CSPDC reserves the right to revise On-Time Performance goals based on factors including service changes or other extenuating circumstances, including natural disasters or special events. If the CSPDC intends to adjust On-Time Performance Measures, it will provide at least 60 (sixty) calendar days advance notice.

CSPDC's performance goal for this Contract is 75% On-Time Performance

3.2 Missed Trips

A missed trip is any trip that did not operate in whole or part, when scheduled, for any reason, including mechanical issues, personnel shortages, or other unforeseen circumstances.

CSPDC's performance goal for this Contract is zero (0) missed trips

3.3 Vehicle Assignment Type

The Contractor should make all reasonable efforts to assign proper vehicles by Service Type.

CSPDC's performance goal for this Contract is for all service types have properly assigned vehicles

3.4 Preventable Crashes Per 100,000 Miles

A vehicle crash is any contact with an object, vehicle, or person which results in property damage or injury. A preventable vehicle crash is one in which the driver failed to do everything that reasonably could have been done to avoid the crash as defined by the National Safety Council's Guide to Determine Motor Vehicle Accident Preventability. The final determination of preventability is the sole discretion of CSPDC.

CSPDC's performance goal for this Contract is zero (0) preventable crashes per 100,000 vehicle revenue miles

3.5 Americans with Disabilities Act (ADA) Compliance

The system should be fully compliant with the Americans with Disabilities Act (ADA) and all applicable regulations for accessibility. All Revenue Vehicles shall be ADA accessible and accessibility components shall be operational at all times the vehicle is in service.

All ADA complaints received by CSPDC will be investigated thoroughly. For each instance the Contractor has been found to be noncompliant with operations and maintenance requirements of ADA (49 CFR, Part 37, Subpart G), including failure of wheelchair lifts, kneeling devices, or other ADA-related equipment, an Unsatisfactory Performance Fee of \$500 per occurrence will be assessed.

CSPDC's performance goal for this Contract is to be fully compliant with the requirements of ADA – 49 CFR, Part 37, Subpart G at all times of operation

3.6 Title VI Compliance

The system should be fully compliant with Title VI and all applicable regulations for nondiscrimination. All Title VI complaints received by CSPDC will be investigated thoroughly. For each instance the Contractor has been found to be noncompliant with Title VI of the Civil Rights Act of 1964, an Unsatisfactory Performance Fee of \$500 per occurrence will be assessed.

CSPDC's performance goal for this Contract is to be fully compliant with the requirements of Title VI of the Civil Rights Act of 1964

3.7 Safety, Security, and Emergency Management

All Contractors are required to submit their Safety, Security, and Emergency Management Program (SSEP) plans, which outline their processes and protocols. These SSEP plans will be integrated into the Statewide Public Transportation Agency Safety Plan (PTASP) as the required appendix for BRITE Transit. The submitted SSEP plans will be reviewed to ensure they meet all state PTASP requirements. If any deficiencies or missing elements are identified, the Contractor must address these gaps and make necessary updates to their SSEP plans for full compliance.

CSPDC's performance goal for this Contract is full compliance with the PTASP requirements

3.8 Accident and Incident Reporting and Documentation

Proper reporting and documentation are required. The Contractor shall notify CSPDC of an accident or incident as soon as reasonably possible after an accident or incident occurs. This initial notification may be communicated verbally via a phone call, or in writing via an email. A preliminary Incident Report is due in writing to CSPDC within forty-eight (48) hours of the accident/incident. The final Incident Report is due in writing to CSPDC within five (5) days of the accident/incident.

CSPDC's performance goal for this Contract is full compliance with accident/incident reporting requirements as described herein

3.9 National Transit Database (NTD) Reports and Data

All NTD reports and data should be accurate and timely.

CSPDC's performance goal for this Contract is to meet all communicated expectations of NTD reports and data submissions satisfactorily

3.10 DOT/FTA Drug and Alcohol Policy Compliance

The Contractor shall comply with Federal Drug and Alcohol Policy at all times. If the Contractor has been found in violation of the Drug and Alcohol Policy, Unsatisfactory Performance Fees shall be assessed on a daily basis from the date of the written notice until either the CSPDC or FTA deems compliance has been met and issues a written notification.

CSPDC's performance goal for this Contract is full compliance with DOT/FTA Drug and Alcohol Policy requirements 100% of the time.

Unsatisfactory Performance Fees for failure to comply with Department of Transportation (DOT) and Federal Transit Administration (FTA) Drug and Alcohol Policies are progressive with each occurrence resulting in a higher fee.

DOT/FTA Drug and Alcohol Policy Compliance	Unsatisfactory Performance Fee
Failure to comply with Drug and Alcohol Policy (1 st violation)	\$500 per day
Failure to comply with Drug and Alcohol Policy (2 nd violation)	\$1,000 per day
Failure to comply with Drug and Alcohol Policy (3 rd violation)	\$1,500 per day
Failure to comply with Drug and Alcohol Policy (4 th violation)	\$2,000 per day

SECTION 4 – PROPOSAL CONTENTS

4.0 Proposal Contents

This section outlines proposal preparation and submission requirements for interested Offerors. Offerors must submit two separate components: a Technical Proposal demonstrating qualifications, experience, and approach to providing transit services, and a Price Proposal detailing cost structure for contracted services. The following subsections provide technical specifications for required public transit services, formatting requirements for both components, and complete submission instructions including deadlines, delivery methods, and required documentation.

Complete Proposal packages must include technical and price proposal components plus all required signed certificates, proof of insurance, and specified documents. The cover sheet in the Certifications section ([Appendix C](#)) must be included with proper authorized signatures and all issued addenda acknowledged. Proposals must follow exact RFP order and format. CSPDC may reject non-compliant Proposals as non-responsive. CSPDC must receive the following items:

- Cover sheet with signatures and acknowledgement of Addenda
- Signed Certifications
- Proposal Letter
- Technical Proposal Document
 - Qualifications and Experience
 - Key Personnel and Organizational Structure
 - Management of Operations
 - Safety
 - Asset Management
 - Rolling Stock
 - Fuel
 - Customer Service and Complaint Procedures
 - Reporting
 - Transition/Start-Up Plan
- Price Proposal Document
- Insurance Documents
- Audited Financial Report

Proposals should not include any unnecessarily elaborate or promotional material. Narrative and presentations should be brief and concise. Information should be presented in the order it is requested.

4.1 Proposal Letter

Each Offeror shall prepare a Proposal Letter to summarize the Offeror's understanding of the project, and include acknowledgements and representations made by and agreed to by the Offeror about its Proposal. The Offeror shall designate the primary point of contact and their email address and phone number. The Proposal Letter is limited to two (2) pages. At a minimum, the letter must include:

- A statement that the Proposal (including the price) shall remain valid for a period of not less than one-hundred eighty (180) days from the Proposal due date, unless otherwise agreed to by CSPDC

and the Offeror. CSPDC may extend the bid period at any point through written notification

- A statement and acknowledgement by the Offeror that the Proposal constitutes a binding offer to supply public transportation services in accordance with the terms of the RFP and the Agreement, and that the Offeror agrees to provide all the services on these terms if selected by the CSPDC
- A statement and acknowledgement by the Offeror that it understands and will comply with all applicable federal, state, and local laws, regulations, and requirements

4.2 Technical Proposal

The Technical Proposal shall consist of narrative, drawings, charts, tables, etc. intended to convey the Offeror's response to each of the technical elements identified herein. This narrative description shall include the appropriate use of headings and subheadings as follows that address, at a minimum, the following elements described in the sections below. Offerors are encouraged to use hyperlinks to cross-reference sections of the Proposal or to reference external websites or material for illustrative purposes. Material provided through external links is not considered commitments of the Offeror and may not be evaluated as such.

Qualifications and Experience of Offeror

The Offeror shall detail their ability to perform the scope of services set forth in this RFP, including a description of the Offeror's operations and maintenance capability, and its methods and resources to perform the services described in this RFP. This section shall be limited to eight (8) pages. At a minimum, the Offeror shall provide:

- Overview of the Offeror's qualifications and experience in providing local, fixed-route, commuter, and paratransit services similar to those required in this RFP and the number of years the firm/team has provided these types of public transit services similar in scope, size, and complexity to the work to be performed.
- Overview of the firm's philosophy, policies, and methods to provide superior service delivery and ensure quality, safe, cost-efficient, and customer-oriented service.
- At least three (3) but no more than five (5) of the most current or recent contracts of similar size and scope, for which the Offeror has performed/or is currently performing local fixed-route, commuter, and/or paratransit services. Each contract must be with a separate agency. For each contract listed, Offeror shall include the following information:
 - Name, agency, title, email address, and telephone number of client contact
 - Describe the transportation services provided, including the size of the service
 - Length of the contract and base contract price
 - Status of the contract (e.g., active, expired, or terminated)
 - Whether performing services as a prime or subcontractor
 - Narrative description of issues or challenges faced in performing the contract and how they were addressed; value added services provided by the Offeror, or other information that distinguishes the Offeror's performance of the contract

Offerors are advised to confirm the contact information for the agencies listed as references. CSPDC will request references directly from the agencies. A prompt response to contact from CSPDC or its consultants is necessary for the evaluation of the Offeror's Proposal.

Key Personnel and Organizational Structure

The Offeror shall submit their staffing plan for Key Personnel as well as their proposed organizational structure. The Offeror's staffing plan must indicate how these responsibilities will be distributed among Key Personnel. The position titles and responsibilities listed herein describe suggested roles, however, the Offeror may propose different positions and organizational structure as long as all required responsibilities are addressed. This section shall be limited to fifteen (15) pages and must include an organizational chart.

Qualifications

The Offeror shall demonstrate that Key Personnel met the minimum qualifications described below:

General Manager

The General Manager shall possess at least ten (10) years of progressively responsible experience in the transportation or logistics sector, of which four (4) years may be satisfied through attainment of a bachelor's degree or higher in a related field. The ideal General Manager will have worked in the transit sector with a range of supervisory roles in operations, maintenance, and/or business and administration, demonstrate excellence in customer service and employee relations, and candidate will demonstrate a management approach that is growth-oriented and forward-looking. The ideal candidate will demonstrate excellence in safety plan implementation, safety program oversight, and training. The candidate must be available on-call during all days and hours of revenue operations.

Assistant General Manager/ Transportation Operations Manager

The Transportation Operations Manager is responsible for oversight of fixed-route and paratransit services, commuter services, and possibly future demand (microtransit) services and their staff. The Operations Manager is responsible for ensuring drug and alcohol policy compliance, customer satisfaction, recruiting, and compliance with Civil Rights and ADA policies. The Operations Manager shall possess at least ten (10) years of progressively responsible experience for operations in the transportation and logistics sector, of which two (2) years may be satisfied by an associate's degree or other higher education or related training and certifications. The ideal candidate will have experience in the transit sector within the last ten years, experience in Automated Vehicle Location (AVL)/Computer-Aided Dispatch (CAD), dispatch, and in-service field supervision. The ideal candidate will demonstrate analytical capabilities necessary to meet the service and performance requirements of this RFP and a management approach that is growth-oriented and forward-looking.

**Transit
Supervisor(s)**

The Transit Supervisor(s) shall ensure services are running on-schedule, be the first point of contact for conflict and incident resolution and provide operator assignment and scheduling. The Transit Supervisor(s) shall possess at least eight (8) years of progressively responsible experience in their area of expertise or in the transportation or logistics sector. This position may be covered by two supervisors, dividing responsibilities for fixed-route, commuter services, paratransit, and additional (future) demand services as determined necessary. The ideal candidate(s) will be well-versed in all aspects of fixed-route, commuter, and paratransit operations and demonstrate excellence in problem solving. The candidate(s) must be available on-site from the beginning of the first operator shift through the beginning of the last operator shift on all days of operations.

**Assistant General
Manager / Fleet
and Maintenance
Manager**

The Fleet and Maintenance Manager is responsible for the maintenance of the fleet, the facility, and transit assets and would oversee maintenance staff. The Fleet and Maintenance Manager should possess at least five (5) years of progressively responsible experience for fleet and facilities management in the transportation and logistics sector, of which, two (2) years may be satisfied by an associate's degree or other higher education or related training and certifications. The ideal candidate will have experience in the transit sector within the last ten years, demonstrate excellence in fleet maintenance with an emphasis on preventative maintenance, is or was a certified mechanic, have experience in the commissioning of new transit vehicles, and experience dealing with vehicles that have reached their useful life.

**Administrative
Assistant**

The Administrative Assistant shall possess at least five (5) years of experience supporting multi-faceted operations. This position is responsible for reporting and producing documentation required to satisfy federal and state required programs and compliance. Other responsibilities include addressing customer service complaints and inquiries, as well as escalating customer-service related items to the General Manager as necessary. This position may be satisfied by a full or part-time candidate, and the candidate must be available on site.

Dispatcher(s)

The dispatcher(s) shall possess at least three (3) years of progressively responsible experience for scheduling and dispatching. The dispatcher will be required to monitor and respond to radio communications throughout operating hours and communicate with drivers, supervisors, and maintenance personnel regarding operations, service, safety, and customer service issues. Detailed logs must be kept on all communications through designated reporting templates to be provided by CSPDC. Responsibilities include receiving phone calls during all days and hours of service operations, accepting paratransit reservations, and scheduling trips. The candidate(s) must be on site at all times buses are in service.

The Offeror shall certify that all Key Personnel have or will have adequate training within the first ninety (90) days of work on the Contract in the requirements of:

- The Americans with Disabilities Act as far as it applies to transit services
- Title VI and other civil rights requirements of the Federal Transit Administration
- Drug and Alcohol compliance certification
- National Incident Management Systems Training at levels 100, 200, and 300; ICS 700/800
- National Transit Database

Organizational Structure

The Offeror shall specifically and separately address:

- The proposed role of the corporate organization in providing management, oversight, and administrative functions supporting the local management structure.
- The proposed approach to coordination with, reporting to, and accountability to CSPDC's contract manager.
- The proposed local management structure, including an organizational chart, and identifying Key Personnel; and
- The responsible functional area(s) of each position including, but not limited to, position(s) responsible for overseeing compliance with federal requirements, training, safety, security, customer service, operations, and maintenance with resumes (limited to two pages per person) describing their qualifications for each position. Include at least two business references per key personnel, including the reference's title, contact number, and email address.

Staffing and Personnel Plan

The Offeror shall provide a Staffing and Personnel Plan including, at a minimum, hiring and promotion policies and practices; written standards of conduct and performance required of employees; standards and criteria for employment; and management approach and techniques. The Plan should also address the following:

- The Offeror's approach to recruitment and retention of Bus Operators, Mechanics, and Key Personnel; and for providing opportunities for professional development, employee advancement, for providing adequate compensation and benefits, for rewarding quality job performance, and for promoting the retention of employees and the preservation of a stable workforce.
- The Offeror's approach to the Bus Operators and Mechanics shortage, including recruiting strategies and incentives. Please explain the success rate achieved with other transit agencies in fulfilling these roles.
- The Offeror's approach to meeting daily service requirements if sufficient personnel are not available, including compliance with the overtime and part-time positions.
- A description of the levels of supervision and the expected job responsibilities.
- A plan for transitioning current employees (supervisors, drivers, maintenance, dispatchers, etc.) to the new workforce. In particular, the proposal should address salary levels, detailed benefits provided, and retention of the current workforce, including how the proposer would handle the existing seniority list of employees and those vehicle operators.

The Offeror shall identify the number and type of full-time equivalent personnel that it may employ, including operators and mechanics, to perform the Scope of Services in each year of the Contract, and the anticipated salary range of each position. If the Contractor intends to subcontract for certain services, the Contractor shall estimate the number of full-time equivalent positions and associated salary range of each position.

The Offeror will propose adequate staffing levels to effectively provide vehicle and facility maintenance, including required licenses/certifications and availability of personnel beyond Key Personnel, plus extent of retaining existing personnel. If reducing workforce, Offeror shall describe employee assistance in identifying potential roles within Offeror's corporate organization. Offeror will explain recruiting methods for transit maintenance personnel and hiring success rates.

Non-Union Personnel Retention

Notwithstanding contract obligations, Contractor shall retain all Non-Union Personnel as of Commencement Date for at least thirty (30) days unless Key Personnel resign, retire, or are terminated for cause. Salary and benefits shall equal or exceed current contract levels. If terminating Non-Union Personnel, Offeror is responsible for all post-employment benefits they would have been entitled to as of Commencement Date.

After the thirty-day retention period, if not retaining Non-Union employees, Contractor shall make commercially reasonable efforts to place personnel in similar qualified positions within operations, Contractor's corporate organization, affiliate, or subcontractor. Contractor remains responsible for post-employment benefits employees would be entitled to as of Commencement Date.

Key Personnel Requirements

Contractor shall maintain Key Personnel identified in Staffing and Personnel Plan throughout contract term. Key Personnel changes require explanation letter and replacement schedule/plan. All Key Personnel work hours shall be 100% dedicated to providing BRITE services under this contract, unless CSPDC approves otherwise in writing. CSPDC retains rights to interview and approve Key Personnel replacements as provided in the contract.

Management of Operations

Management Approach

The Offeror shall demonstrate its understanding of the requirements and include a summary of how the Offeror intends, systematically, to fulfill the Contract requirements outlined in this RFP. This section shall be limited to fifteen (15) pages, and shall include, at a minimum:

- The Offeror's methods and resources to perform the services described in this RFP.
- A description of the Offeror's service quality monitoring program, addressing matters such as how on-time performance and trip completion will be tracked and reported, and how operator service provision quality will be checked (e.g. ride checks).
- A description of the process to report and discuss performance data, using performance monitoring system and software, with CSPDC regularly and fully. These regularly scheduled coordination meetings with CSPDC will include discussions to increase efficiency or improve service delivery.

- How the Offeror will be innovative and provide “value-added services” to improve efficiency and/or effectiveness of the requirements.
- A description of the fare collection process and accounting principles and procedures to remain in compliance with federal, state, and local financial requirements.
- A description of the employee training and development plan.
- A description of procedures to process ADA applications and verify eligibility.
- A description of procedures to comply with reporting requirements including the National Transit Database (NTD), Drug and Alcohol, Public Transportation Safety Plan, and Transit Asset Management.
- How the Offeror would internally and externally manage change in public-facing elements of the service such as a decision to change fares, increase or decrease service frequency, and add new routes or alter existing routes.
- How the Offeror will support CSPDC in meeting system expansion goals identified in the agency’s Transit Development Plan and noted in [Section 2.4](#) if such goals are to be implemented during the term of the Contract, including anticipated changes in staffing levels, necessary capital investments, and any other relevant matters.

Safety

As a small system, BRITE Transit participates in the Commonwealth of Virginia’s Public Transportation Agency Safety Plan (PTASP) through the Department of Rail and Public Transportation (DRPT). The Offeror shall provide a summary of their proposed safety plan, specifically noting how it meets the requirements of Virginia’s PTASP requirements. The Offeror shall describe:

- The Offeror’s safety practices, including but not limited to, accident prevention, road supervision, equipment and facility monitoring, maintenance shop safety practices, road calls (failures in service response by maintenance personnel), emergency preparation, accident response, investigation and reporting procedures, accident/incident vehicle clearance, passenger safety including stranded vehicle transfers, service restoration, and training/refresher courses, safety huddles, etc.
- The Offeror’s role in implementing the plan, understanding, and meeting the defined goals and objectives including how data will be used to affect procedural changes.
- Key safety personnel and their role(s) and the required safety certifications for all Key Personnel and supervisors.
- How the Offeror will comply with all requirements related to the federal Drug and Alcohol Testing Program.
- The Offeror’s safety record, including the Offeror’s Experience Modification Rating over the past five (5) years. The Offeror shall indicate any fatal or significant injuries to employees, customers, or the public while meeting the requirements of prior contract(s). The Offeror shall indicate the cause of the fatality or significant injury, investigate findings by the Offeror or Authority Having Jurisdiction, claims, or litigation related thereto since January 1, 2019.¹

The Offeror shall specifically and separately address:

- What investments or practices CSPDC can undertake to improve customer safety and how the

¹ The safety record subparagraph does not count toward the page limit and should be included in the Proposal as an appendix.

Offeror would propose to support these efforts.

- The role of technology and field supervision in promoting and accounting for the Offeror's safety culture.
- What training, incentives, or other efforts are provided to employees at all levels and across all roles to promote the Offeror's safety culture.
- The Offeror shall detail their emergency management procedures to respond to unexpected circumstances that could impact operations and maintenance.

Training Program

The Offeror should provide a proposed training program for training of vehicle operators, dispatchers, technical support, and supervisory personnel. The Offeror shall specify whether the training program is customized or a purchased system, and at a minimum, provide a description of the:

- Specific training that will be provided for vehicle operators on system routes, fare collection, safe driving practices, and customer service, as well as the scope and hours of refresher training for accident prevention and the scope and hours of retraining following vehicle accidents.
- Proposed training on the proper operation of all CSPDC provided equipment and software.
- Proposed training on the proper security, emergency response, and preparedness procedures.
- Number of hours of training and frequency for each classification of employee specified by the type of training proposed.
- Offeror's plan to assure that training will be fully adequate in scope and content throughout the contract term.
- A sample Driver Training Handbook that describes performance expectations and disciplinary procedures.²

Asset Management

The Offeror shall describe their comprehensive maintenance program that shall meet or exceed CSPDC and original equipment maintenance (OEM) requirements. The program must include, at a minimum, the following components: the preventative maintenance program, vehicle repairs, equipment repairs (e.g. seats, fare collection equipment), air conditioning and heating maintenance repair, specialized equipment program, parts inventory, record keeping accounting system, and warranties. This section shall be limited to fifteen (15) pages at a minimum, should:

- Describe the proposed preventative maintenance program, including levels of inspections, intervals, and the types of inspections and/or components serviced at each interval.
- Describe road call procedures and other unscheduled maintenance repairs and/or services.
- Describe which maintenance activities will be performed in-house, and which will be contracted out; and the Offeror's approach to ensuring ensure vehicle pullout requirements are met with reduced vehicle availability during off site maintenance, if necessary.
- Describe the approach to vehicle overhauls during the Contract term including departure, incoming and acceptance inspections, warranty tracking, and recovery. Propose methods to ensure vehicle pullout requirements are met with reduced vehicle availability during overhaul program, if necessary.

² One copy in electronic format to be included as an appendix to the Proposal – not counted against the page count

- Describe the approach and provide examples of component warranty tracking and warranty recovery.
- Describe the approach and timeline for monitoring and repairing accident damage, including body damage.
- Describe the approach proposed to perform all preventative and routine maintenance activities associated with the BRITE Transit Facility, excluding equipment to be maintained by CSPDC as listed in [Appendix B: Facility License Agreement](#).

The Offeror shall specifically and separately address:

- The process for on-site commissioning and decommissioning of Revenue Vehicles, and how the added inspection, compliance, commissioning, and decommissioning tasks would be performed without interfering with existing fleet maintenance operations.
- How the Offeror will achieve its responsibilities regarding on-board technologies, such as, but not limited to, radio systems, cameras, fare collection systems, destination signs, annunciator systems, Wi-Fi routers, and other ITS technologies, including how it will inspect, maintain, and upgrade such systems as may be necessary.

There are currently fourteen (14) bus shelters as part of the transit program. This number is subject to change during the term of the Contract. Some bus shelters are the responsibility of private entities. Except for the shelters maintained by private entities, the Contractor is responsible for monitoring and maintaining the appearance and safety of shelters, bus stops, and passenger amenities, to specifically include:

- Daily visual inspections of all bus stop areas and bus stop signs for graffiti and trash. Operators shall report any observed issues with the bus stops daily, and the Contractor should take necessary steps to correct any issues within five (5) days.
- Documentation of any damage to the bus shelter structure or pad area on an incident report, captured on photographs, and submitted to CSPDC.
- Except for damage to the shelter structure (including glass) or shelter pad, maintenance of bus shelters as detailed above is at Contractor's expense. As part of the Price Proposal, the Offeror should submit pricing on a "per shelter" basis for completing a daily visual inspection and maintaining the publicly owned shelters.

Rolling Stock

The Contractor will be required to provide adequate vehicles to provide scheduled revenue service per the capacity requirements outlined herein. The capital cost of the rolling stock is to be identified on the cost forms included in [Appendix D](#).

Vehicles may not exceed FTA useful life benchmarks for age and mileage as defined in FTA Circular 5010.1D at the onset and throughout the term of this Contract. Once a vehicle has reached its useful life, the contractor shall provide a new replacement vehicle. No vehicle provided at the start of the contract term shall be greater than 60 percent of its useful life benchmark in age. All vehicles must be accessible for people with disabilities and shall be equipped with exterior illuminated destination signs to display route and destination information. Bidders must provide a list of proposed initial fleet vehicles, their age, and the anticipated replacement year in their Technical Proposal.

The CSPDC utilizes federal and state funding under Capital Cost of Contracting therefore Contractor-provided buses may not include any federal or state interest. The Offeror's proposal shall include a statement confirming there is no federal or state interest in the rolling stock planned for use in the CSPDC service. This statement will be forwarded to DRPT for verification. Buy America requirements will apply to any revenue rolling stock purchased by the Contractor for the use of transit services described herein. The Contractor is responsible for familiarizing itself and complying with Buy America requirements.

Table 2. Fleet Requirements Based on Current/Existing Conditions

Route	Vehicle Type	Minimum Seating Capacity	Vehicles Operated in Maximum Service (VOMS)
250 Connector	Cutaway or Bus	29	2
Afton Express	Cutaway or Bus	32	3
BRCC Shuttle	Cutaway	20	2
Staunton West and North Loops	Cutaway	20	1
Stuarts Draft Link	Cutaway	20	1
Waynesboro Circulator	Cutaway	22	1
Saturday Night Trolley	Cutaway, Narrow-bodied Bus, or Transit Van	15	1
Downtown Trolley	Replica Trolley/ Trolley-Style Bus	20	1
Paratransit (BRITE Access)	Narrow-bodied Bus or Transit Van	2 Wheelchair positions + 4 seated	3

In addition to these initial fleet requirements, bidders should demonstrate in their proposal the ability to work with CSPDC staff to address changes to fleet needs in response to ridership increases and the implementation of new services. Service changes over the course of the contract may include, but are not limited to, microtransit implementation, new routes, and frequency increases. CSPDC anticipates service changes may result in significant growth that the contractor will need to partner with BRITE to support. A table of projected maximum vehicle loads for each fixed route is provided for informational purposes.³

³ Future growth projections assume a growth rate of 15% in years 1-3, 12% in years 4-5, and 10% in years 6-8 for the Afton Express route. All other routes assume growth rate of 5%, 3.5%, and 2%, respectively.

Table 3. Projected Future Fleet Requirements

Route	Current Observed Max. Load	Projected Max. Load (Years 1-3)	Projected Max. Load (Years 4-6)	Projected Max. Load (Years 7-8)
250 Connector	35	41	43	46
Afton Express	32	43	53	71
BRCC Shuttle	25	29	31	33
Saturday Night Trolley	13	15	18	20
Downtown Trolley	34	39	42	45
Staunton West & North Loop	25	29	31	33
(Future) Staunton South Loop	N/A	20	21	23
Stuarts Draft Link	16	19	20	21
Waynesboro Circulator	15	17	19	20

The Contractor shall maintain a spare fleet of revenue vehicles of no less than twenty (20) percent to ensure service can be operated as scheduled and that a spare bus can be dispatched immediately to restore service to passengers on buses unable to complete service due to mechanical failure or accident involvement. The spare fleet must be adequately sized to provide the necessary passenger capacity to replace any of the fleet buses. The trolley may be replaced by a spare bus of equal or greater capacity on a short-term basis. The Contractor is responsible for keeping service running during revenue hours and the spare fleet must satisfy this requirement. Bidders should describe in their proposal their approach to ensuring adequate replacement vehicles are available to meet peak service requirements.

The Contractor shall provide all other vehicles necessary to support the service delivery such as maintenance vehicles and road supervisor vehicles. CSPDC has the right to request and examine maintenance records on any vehicle at any time and reserves the right to require removal of any vehicle from BRITE service for reasonable cause.

The Contractor is required to provide the fuel for the rolling stock including spare and support vehicles as described in [Section 2.8](#). The Contractor is responsible for fueling the revenue vehicles and shall describe the process for fueling its revenue vehicles in the proposal.

Customer Service and Complaint Procedures

The Contractor shall be responsible for handling customer inquiries and complaints regarding the transit service and shall develop and maintain a system for recording and resolving such complaints in a timely

summary report of all calls received, reason for complaints, and outcomes is to be provided to the CSPDC as a component of the monthly reporting process. All complaints related to or referencing ADA or Title VI should be communicated to CSPDC within 24 hours of receipt even if a formal ADA or discrimination complaint is not filed.

The Offeror shall demonstrate its understanding of the core customer service efforts and how it will meet those requirements. This section shall be limited to eight (8) pages and at a minimum, shall include the following:

- Describe the method for responding to customer inquiries and concerns, tracking and reporting concerns, developing corrective actions based on feedback, and monitoring the effectiveness of corrective actions.
- Explain how the customer service program will be monitored to ensure that delivery of customer service is of the highest quality.
- Describe customer service training activities and expectations at all levels and across all roles of the organization.
- Describe how applicable personnel will coordinate responses to situations of crisis that involve riders.
- Describe the process to assist CSPDC with any potential expansion efforts.

Reporting

The Offeror should demonstrate knowledge of CSPDC, DRPT, FTA, and DOT reporting requirements. This section is limited to three (3) pages.

The Contractor shall be responsible for completing and submitting to CSPDC certain forms and reports as designated by CSPDC including but not limited to monthly operating data and any other reasonable data as requested by CSPDC according to requirements of the FTA and DRPT. A full description of the reporting requirements is outlined in [Section 2.12](#). The Offeror shall submit a copy of the Contractor's FTA compliant Drug and Alcohol policy with the Proposal according to the Drug and Alcohol Policy requirements outlined in [Section 2.14](#).

Start-Up /Transition Plan

Offerors should describe their overall approach to the transition of services from the current Contractor, describe major activities to be performed, and milestones to be accomplished in accordance with the milestones outlined below. This section shall be limited to ten (10) pages.

Milestones:

- From Notice of Intent to Award through thirty (30) days prior to the start of service date – July 1, 2026
- Within 30 days of Commencement Date
- 30, 60, 90, and 120 days from the Commencement Date
- Any activities to be undertaken after 120 days from the Start of Service

The Offeror shall identify critical areas of support needed from CSPDC to achieve a successful transition.

The Offeror shall identify potential risks and problems during the transition period along with their descriptive plan for mitigating these problems. The plan shall cover the Offeror's methodology for addressing unforeseen problems.

If the Offeror is the incumbent, the transition plan shall outline any changes required to meet any newly added responsibilities, or terms and conditions included in this RFP, or services not currently provided.

4.3 Price Proposal

The Price Proposal shall be completed in the form provided in [Appendix D](#). The Price Proposal consists of the Cost Proposal Form where the Offeror must provide operating and capital costs for years one to five (5). The Offeror must provide these costs for the local fixed routes and paratransit service, and the Afton Express. Additionally, the Offeror must provide a Revenue Hour Rate Proposal that specifies the number of staff, total annual dollars, and cost per revenue hour.

4.4 Audited Financials

Each Offeror must also provide a copy of the audited certified financial statements (including balance sheet and income statements) of the Offeror for the last three (3) years, together with the financial statements of any parent or affiliated company of the Offeror for the same three (3) year period. The financial statement must set forth the financial status of the entity or business unit that will perform the services under this RFP. These documents should be included with the Proposal documents as an attachment and do not count toward the page count limitations.

SECTION 5 – PROPOSAL REVIEW AND EVALUATION

5.0 Proposal Review and Evaluation

The following section describes the process by which proposals will be evaluated and a selection made for a potential award by CSPDC. Selection of the Contractor will be based on a combination of both qualitative technical factors and costs to CSPDC. The award selection will be on a “best value” basis to the responsive and responsible Offeror whose proposal is most advantageous and of the greatest value to CSPDC.

The Offeror’s approach to the Technical Proposal value will carry significantly more weight than the Price Proposal. Accordingly, CSPDC may not necessarily make an award to the Offeror with the highest technical evaluation criteria ranking, nor award to the Offeror with the lowest Price Proposal, if doing so would not be in the overall best interest of CSPDC.

5.1 Determination of Responsiveness

Proposals will be analyzed for conformance with the instructions and administrative requirements of the RFP. Any proposal that CSPDC finds to be non-responsive may be removed from further consideration. CSPDC may provide an opportunity, as determined in its sole and absolute discretion, for an Offeror to cure any minor defect in its Proposal that is administrative in nature. Once notified of a minor defect, the Offeror shall correct said defect within 48 hours (inclusive of holidays and weekends). Only those Proposals found to be responsive will be evaluated.

5.2 Determination of Responsibility

In addition to the minimum qualifying criteria outlined in this RFP and any other criteria outlined in this RFP, the Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. CSPDC reserves the right to consider an Offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the Offeror is unable to perform the requirements of the contract.

An Offeror may be requested at any time to provide additional information, references, and other documentation and information that relates to the determination of responsibility. Failure of an Offeror to furnish requested information as or when required may constitute grounds for a finding of non-responsibility of the prospective Offeror.

CSPDC may deny the award, renewal, or assignment of a contract to or for any Offeror who is in default of payment of any money due CSPDC. The factors which may be considered in connection with a determination of responsibility include, but are not limited to:

- The ability, capacity, organization facilities, and skill of the Offeror to perform the contract or provide the goods or services requested.
- The ability of the Offeror to perform the contract or provide the services within the time specified without delay, interruption, or interference.
- The integrity, reputation, and experience of the Offeror, and its key personnel.
- The quality of performance, of previous contracts or services, for CSPDC or other entities. Past

- unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility.
- The previous and existing compliance by the Offeror with laws and ordinances relating to the contract or services.
- The sufficiency of financial resources of the Offeror to perform the contract or provide the services.
- Past debarment by CSPDC or other entity.

5.3 Technical Proposal Evaluation

The Evaluation Committee will evaluate the technical proposals of all responsive proposals as described herein.

- Members of the Evaluation Committee will individually review and record comments on the proposals using the technical evaluation criteria shown below.
- The Evaluation Committee members will submit their comments to the Project Manager, who will aggregate the responses and distribute same to the committee.
- The Evaluation Committee will meet and confer on the overall scoring, discuss, and reconcile significant differences among the members, and assign a consensus rating to each attribute as shown in the technical evaluation matrix.
- Proposals that rank higher than 70 points will move on to the next round of evaluation.

Each Proposal will be evaluated following these criteria: Insufficient, Fair, Good, Very Good, Excellent.

- Insufficient – The quality of the information provided significantly falls short of acceptable standards and it doesn't meet the basic requirements.
- Fair – The quality of the information provided meets minimum standards and barely satisfies expectations.
- Good – The quality of the information provided meets the expected standards competently. It satisfies most requirements and demonstrates adequate capability to fulfill the requirements.
- Very Good – The quality of the information provided exceeds the standard expectations. It demonstrates strong proficiency and capability to fulfill the requirements.
- Excellent – The performance or quality significantly surpasses the standard expectations. It demonstrates superior proficiency and effectiveness to fulfill the requirements.

Table 4. Technical Proposal Evaluation Criteria

Criteria	Maximum Points (100 points = 65%)
Key Personnel and Organizational Structure <ul style="list-style-type: none"> • General Manager • Other Key Personnel • Organizational structure / staffing plan • Recruitment and retention plan • Approach to meeting daily service requirements 	25

Management of Operations <ul style="list-style-type: none"> • Approach to meeting CSPDC performance standards • Approach to improving efficiency • Fare collection process and accounting principles • Employee training and development plan • Approach to complying with reporting requirements 	25
Safety <ul style="list-style-type: none"> • PTASP • Safety practices • Safety training • Approach to federal Drug and Alcohol Testing Program compliance • Safety record • Emergency management procedures 	20
Asset Management <ul style="list-style-type: none"> • Comprehensive maintenance program • On-site commissioning and decommissioning of revenue vehicles • Use of technology in maintenance • Approach to transit amenities and shelter maintenance 	10
Qualifications and Experience	10
Customer Service and Complaint Procedures <ul style="list-style-type: none"> • Method for responding to customer inquiries and concerns • Approach to situations of crisis 	5
Start-Up/Transition Plan	5

5.4 Price Proposal Evaluation

The Evaluation Committee will evaluate the price proposals of all responsive proposals as described herein.

- The Project Manager will distribute the price proposal of the short-listed Offerors to members of the Evaluation Committee.
- Members of the Evaluation Committee will individually review, comment, and evaluate the Price Proposals for clarity and total cost to the CSPDC.
- Evaluation Committee members will submit their comments to the Project Manager who will aggregate the responses and distribute same to the Evaluation Committee.
- The Evaluation Committee will meet and confer on the Price Proposals, discuss, and reconcile significant differences among committee members, and assign a consensus score to each attribute as shown in the Price Evaluation Matrix.

Table 5. Price Proposal Evaluation Criteria

Evaluation Criteria	Points (100 points = 35%)
Operating Costs	70
Capital Costs	30

5.5 Oral Interviews; Best and Final Offer

CSPDC in its sole and absolute discretion, may conduct interviews with the shortlisted Offerors. Oral interviews, if any, shall be for not more than 90 minutes per Offeror at a time and place determined by CSPDC. The Project Manager will advise the Offeror in writing of any specific issues, questions, or concerns regarding the Proposal. Oral interviews will generally be structured as follows:

- Introductory presentation by the Offeror (20-25 minutes)
- Questions by the Evaluation Committee (45-55 minutes)
- Closing presentation by the Offeror (5-10 minutes)

Each firm is limited to no more than six (6) attendees at the Oral Interview, including the proposed Key Personnel, or staff as otherwise designated in the staffing proposal. No communication made as part of the Oral Interview by either party shall be construed as a commitment of the party unless such commitment is made in writing as part of the Best and Final Offer, if any.

Interviewers will be evaluated based on the following criteria: Insufficient, Fair, Good, Very Good, Excellent.

- Insufficient – The quality of the information provided significantly falls short of acceptable standards and it doesn't meet basic requirements.
- Fair – The quality of the information provided meets minimum standards and barely satisfies expectations.
- Good – The quality of the information provided meets the expected standards competently. It satisfies most requirements and demonstrates adequate capability to fulfill the requirements.
- Very Good – The quality of the information provided exceeds the standard expectations. It demonstrates strong proficiency and capability to fulfill the requirements.
- Excellent – The performance or quality significantly surpasses the standard expectations. It demonstrates superior proficiency and effectiveness to fulfill the requirements.

5.6 Selection of Preferred Offer

Based on the Evaluation Committee's overall assessment of the Technical and Price Proposals, the Evaluation Committee shall determine its preferred Offer. The selection of a preferred Offer shall be based on its determination of which proposal provides the best value to CSPDC in consideration of the technical and price elements defined in this RFP, with technical considerations generally taking precedence over price considerations.

If the Evaluation Committee is unable to reach consensus or determines it to be in the best interest of CSPDC to do so, CSPDC may request a Best and Final Offer (BAFO). The BAFO process is intended to address and negotiate trade-offs of the short-listed Offerors rather than force a lower price or lower quality technical approach to the project.

In requesting a BAFO, the Project Manager will provide a summary of the Evaluation Committee's assessment of a proposal's technical strengths and weaknesses and identify in qualitative terms any items in the Price Proposal that are unusually high or low relative to other firms from which a BAFO is requested. CSPDC may also suggest a target price at which CSPDC would be prepared to accept the Offer, in which

case, the Offeror would be requested to identify any changes to its technical approach or identify areas of the technical provisions that CSPDC may wish to adjust to achieve the target price.

5.7 Recommendation for Award

Following the completion of review by the Evaluation Committee and the scoring of proposals in accordance with [Sections 5.3 and 5.4](#), the Evaluation Committee will make a recommendation of the highest ranked Offer based on the consensus scoring and will provide a recommendation ranking for each of the other Offers.

After the Evaluation Committee makes its recommendation, CSPDC will proceed to finalize the Contract terms and conditions with the Offeror determined to be the most qualified. In the event negotiations are successful, the recommendation and ranking of Offerors and Final Contract (the Operations and Maintenance Agreement) will be submitted to CSPDC Board of Commissioners for consideration and authorization of award.

In the event CSPDC is unable to finalize satisfactory agreement with the highest ranked Offeror within a reasonable period of time, at a price determined to be fair and reasonable to CSPDC, discussions with that Offeror shall be formally terminated, and CSPDC may then, in its discretion, undertake discussions with the second highest ranked Offeror, or may cancel this procurement and reissue the RFP.

5.8 Final Selection and Contract Award

After review and consideration of the recommendation of the Offer to be selected for Contract award, the Governing Body shall, if it concurs in that selection, approve the recommendation and issue a notice of award and deliver executable copies of the Agreement to the selected Offeror. The selected Offeror shall execute and deliver all such executed copies to CSPDC, together with evidence of insurance and any other documents required to be provided at Contract execution, as required in the Agreement.

SECTION 6 – FEDERAL PROVISIONS, REQUIRED CLAUSES, AND CERTIFICATIONS

6.0 Required Clauses

As a recipient of federal funding, the CSPDC is required to comply with all applicable Federal laws and regulations. This requirement extends to vendors that contract with the CSPDC to provide goods or services. This Appendix includes the state and federal clauses and certifications that a vendor must adhere to when working on CSPDC contracts. Some requirements apply to all contracts, while some apply to contracts that meet specific criteria.

These procurement provisions and required contract clauses are in addition to other General Terms and Conditions, Special Terms and Conditions, Bidding or Proposal Procedures, and Bid or Proposal Forms that may also be incorporated by reference in any contract. Some provisions and clauses require the Bidder or Offeror to execute and submit certain required certifications with the bid or proposal. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

6.1 Access to Records and Reports

- **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.

- **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.

- **ACCESS TO RECORDS**

The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or

- **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.

6.2 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.

6.3 Buy America Requirements

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget’s “Buy America Preferences for Infrastructure Projects,” 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The offeror must submit to the CSPDC the appropriate Buy America certification. Proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA’s Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

6.4 Changes to Federal Requirements

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, executive order, 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.

6.5 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:

- Federal transit laws, specifically 49 U.S.C. § 5323(d);
- FTA regulations, “Charter Service,” 49 C.F.R. part 604;
- Any other federal Charter Service regulations; or
- 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:

- Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
- 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.

6.6 Civil Rights Laws and Regulations

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

- Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
 - Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.
 - Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.
- 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.
- 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 9 May 25 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.

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

Civil Rights and Equal Opportunity. The CSPDC is an Equal Opportunity Employer. As such, the CSPDC and Contractor agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the CSPDC and Contractor 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.

- **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.
- **Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- **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 10 May 25 Implementing requirements FTA may issue.
- **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.

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

6.7 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:**
 - 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.
 - The contractor agrees to report each violation to the CSPDC and understands and agrees that the CSPDC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - 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**
 - 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.
 - The contractor agrees to report each violation to the CSPDC and understands and agrees that the CSPDC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - 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.

6.8 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).

6.9 Contract Work Hours and Safety Standards Act

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

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

- 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.
- 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.”

6.10 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:

- Debarred from participation in any federally assisted Award.
- Suspended from participation in any federally assisted Award.
- Proposed for debarment from participation in any federally assisted Award.
- Declared ineligible to participate in any federally assisted Award.
- Voluntarily excluded from participation in any federally assisted Award; or
- 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 CSPDC. If it is later determined by the CSPDC that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CSPDC, 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.

CSPDC will use the System for Award Management (SAM) before entering into any contracts and review the Excluded Parties List System in SAM to verify if any third-party contractor is on the excluded list.

6.11 Disadvantaged Business Enterprise (DBE)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that 14 May 25 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:

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

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

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

6.12 Drug and Alcohol Testing

FTA provides three options for CSPDC to work with the Contractor to implement an effective drug and alcohol testing program. CSPDC may modify the options below in determining the best approach for an effective testing program.

Option 1

The Contractor agrees to participate in CSPDC's drug and alcohol program established in compliance with 49 CFR Part 655.

Option 2

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Virginia Department of Rail and Public Transportation, or CSPDC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 655 before (insert date). To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal

Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Option 3

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Virginia Department of Rail and Public Transportation, or CSPDC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 655 before (insert date). To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient but may address areas such as the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

6.13 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).

6.14 Faith-Based Organization

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the Owner does not discriminate against faith-based organizations. Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If CONTRACTOR is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the Owner and a faith-based organization, you are hereby notified as follows:

Neither the Owner's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices,

or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the CSPDC Project Manager at the contact information provided in this RFP.

6.15 Federal Tax Liability and Recent Felony Convictions

The contractor certifies that it:

- Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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

6.16 Fly America

- Definitions. As used in this clause—
 - “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.
 - “United States” means the 50 States, the District of Columbia, and outlying areas
 - “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- 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.
- 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.
- 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]:

- 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.

6.17 Freedom of Information Act

All information submitted to the Owner in response to this IFB will constitute public information and pursuant to the Virginia Freedom of Information Act will be available to the public for inspection upon request. Pursuant to Virginia Code § 2.2-4342, a Bidder/Offeror may request an exception to disclosure for trade secrets or proprietary information as such is defined under Virginia Code § 59.1-336, part of the Uniform Trade Secrets Act. In order to claim this exemption, a Bidder/Offeror must: (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected and (iii) state the reasons why protection is necessary. The Bidder/Offeror must also mark each page of information for which protection is sought with the legend – “Confidential Proprietary Information – Exempt from FOIA Release”. A Bidder/Offeror or Contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices. Failure to meet these requirements will result in the data or materials being open for inspection in response to a valid inquiry under the Virginia Freedom of Information Act and serve to waive any right of the Bidder/Offeror to assert a claim against the Owner for disclosure of trade secrets or proprietary information.

6.18 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.

6.19 No Government Obligations 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.

6.20 Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters

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

- 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.
- 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.
- 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.

6.21 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.

6.22 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - Procure or obtain.
 - Extend or renew a contract to procure or obtain.
 - 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).
 - For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security 20 May 25 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.
 - Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 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.

- See Public Law 115-232, section 889 for additional information.
- See also § 200.471.

6.23 Prompt Payment

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.

6.24 Public Transportation Employee Protective Arrangements

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

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

6.25 Restrictions on Lobbying

- Conditions on use of funds.
 - No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- Certification and disclosure.
 - Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - An award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
 - Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 - A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - 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.
 - 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:

- 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
 - A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
 - A subcontract exceeding \$100,000 at any tier under a federal contract.
 - A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a federal grant.
 - A contract or subcontract exceeding \$100,000 at any tier under a federal loan exceeding \$150,000; or,
 - 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.
- 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.
- 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.
- 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.
- No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

6.26 Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or

personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

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

6.27 School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage 24 May 25 in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

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

If Contractor violates this School Bus Agreement, FTA may:

- Bar the Contractor from receiving Federal assistance for public transportation; or
- 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.

6.28 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).

6.29 Solid Wastes (Recovered Materials)

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.

6.30 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.

6.31 Termination

T

- Termination for Convenience (Professional or Transit Service Contracts) - The CSPDC, by written notice, may terminate this contract, in whole or in part, when it is in the CSPDC's interest. If this contract is terminated, the CSPDC 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 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 CSPDC may terminate this contract for default. The CSPDC 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 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.

6.32 Trafficking in Persons

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

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

APPENDICIES

List of appendices associate with this RFP (CSPDC RFP #2025-001)

Appendix A: Route Profiles

Appendix B: Facility License Agreement

Appendix C: Certifications

Appendix D: Proposal Documents and Forms

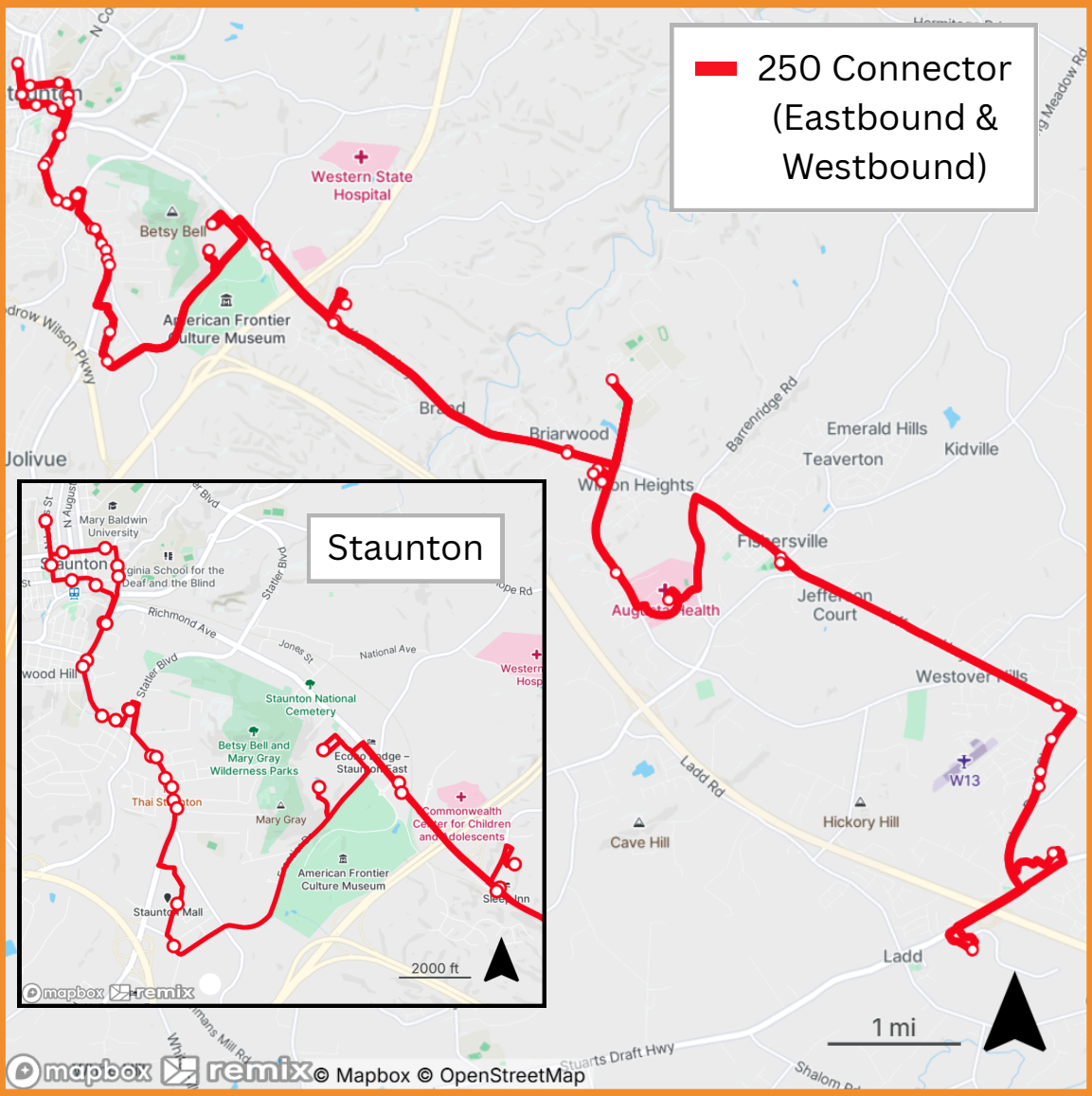
Appendix E: Electronic Submission Instructions -Euna OpenBid (Formerly DemandStar)

Appendix F: Sample Contract

Appendix A: Route Profiles

BRITE Bus Route Profiles

250 CONNECTOR



Route Info

The 250 Connector provides service between the cities of Staunton and Waynesboro in the Route 250 corridor, with stops including Augusta Health, WWRC, Walmart (Waynesboro and Staunton), and the Augusta County Library.

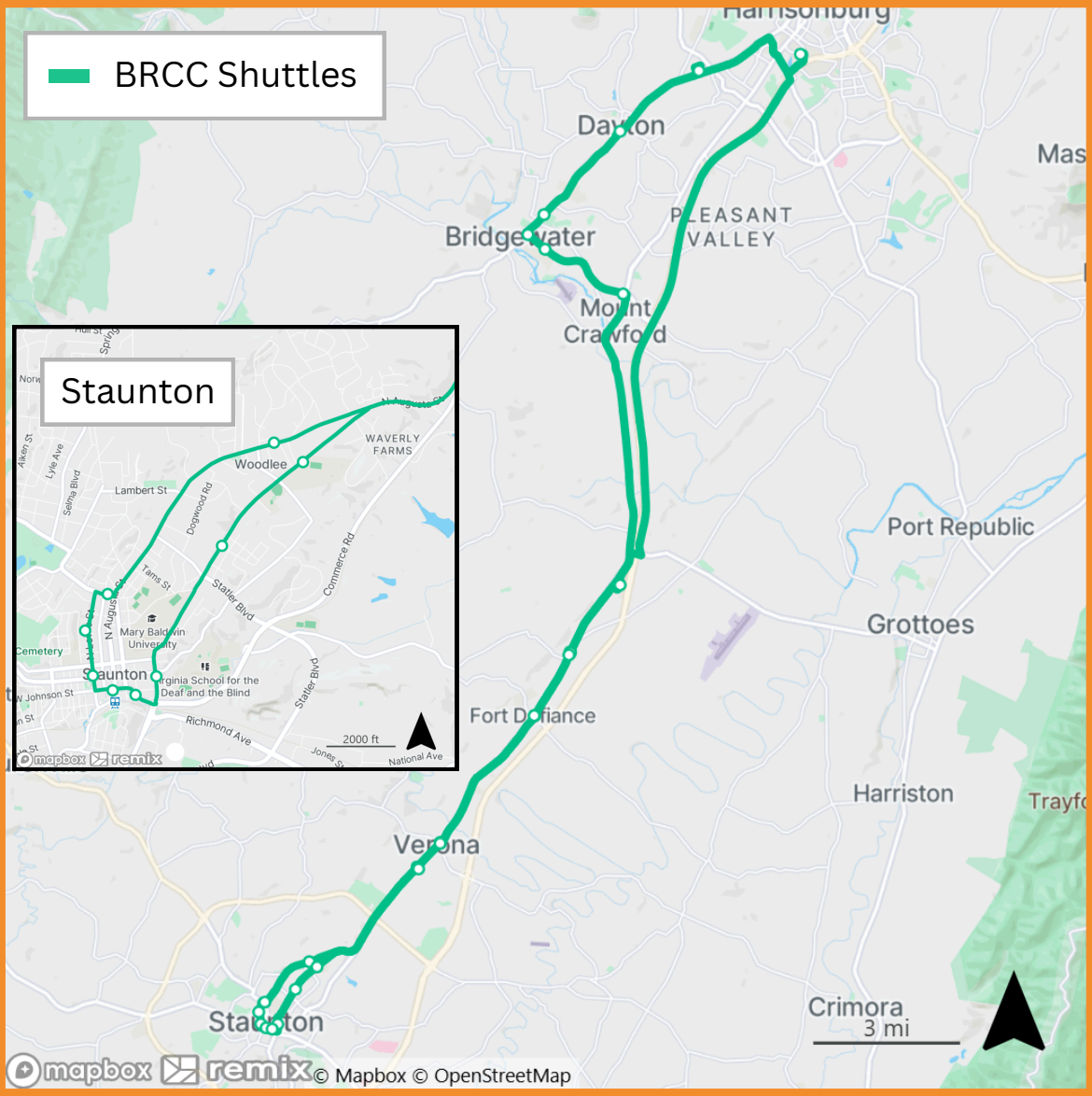
- Monday - Friday, 7:30AM - 9:30PM
- Saturday, 8:30AM - 7:30PM

Route Stats

Weekday Revenue Hours	28
Saturday Revenue Hours	22
Annual Revenue Hours	8,284
Annual Revenue Miles	148,173
FY2025 Passenger Trips	71,181
Number of Vehicles	2
Deviates	Yes

BRITE Bus Route Profiles

BRCC SHUTTLES



Route Info

The Blue Ridge Community College (BRCC) Shuttles route is operated by two buses. One bus begins and terminates at BRCC, and the other bus begins and terminates at the Staunton Lewis Street Hub. The buses provide service between Staunton and Weyers Cave (via BRCC campus), and from Weyers Cave to Harrisonburg through Bridgewater, Dayton, and Mt. Crawford.

- Bus 1: Monday - Friday, 7:00AM - 7:00PM
- Bus 2: Monday-Friday, 7:30AM - 5:30PM

Route Stats

Weekday Revenue Hours	22
Annual Revenue Hours	5,610
Annual Revenue Miles	157,080
FY2025 Passenger Trips	19,687
Number of Vehicles	2
Deviates	Yes

BRITE Bus Route Profiles

SATURDAY NIGHT TROLLEY



Route Info

The Staunton Saturday Night Trolley operates Saturday evenings providing connections to retail and entertainment destinations.

- Saturday, 6:00PM - 10:00PM (Nov-Apr service concludes at 9:00PM)

Route Stats

Saturday Revenue Hours	4 (3)
Annual Revenue Hours	182
Annual Revenue Miles	2,812
FY2025 Passenger Trips	832
Number of Vehicles	1
Deviates	Yes

BRITE Bus Route Profiles

STAUNTON WEST/NORTH LOOPS



Route Info

The Staunton West/North Loops serve outlying neighborhoods and medical and retail destinations.

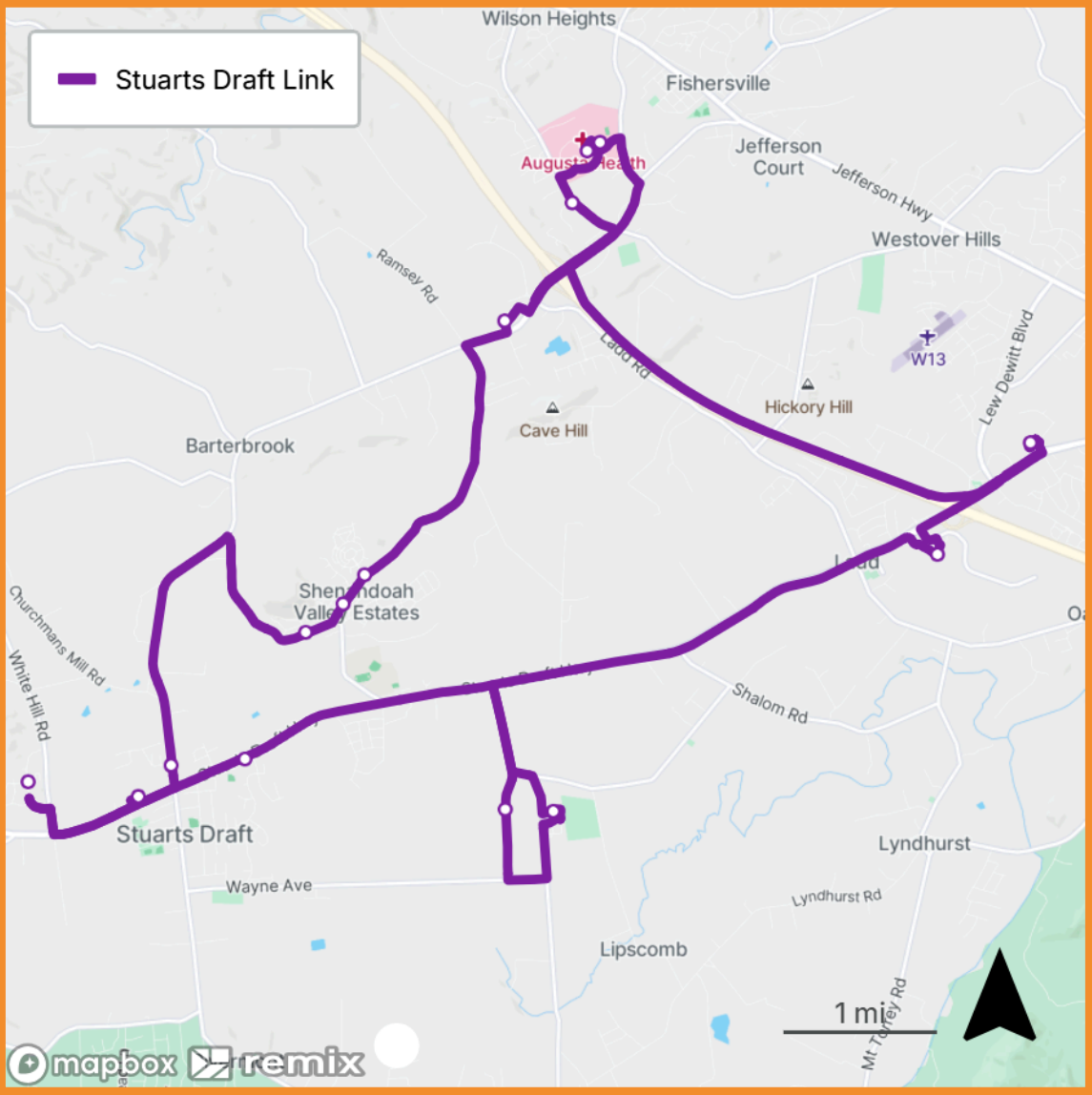
- Monday - Friday, 6:30AM - 7:30PM
- Saturday, 7:30AM - 5:30PM

Route Stats

Weekday Revenue Hours	13
Saturday Revenue Hours	10
Annual Revenue Hours	3,835
Annual Revenue Miles	48,705
FY2025 Passenger Trips	29,403
Number of Vehicles	1
Deviates	Yes

BRITE Bus Route Profiles

STUARTS DRAFT LINK



Route Info

The Stuarts Draft Link provides service within Stuarts Draft, and connections with Fishersville and Waynesboro. Stops include retail and residential areas, Augusta Health facilities, and employment centers.

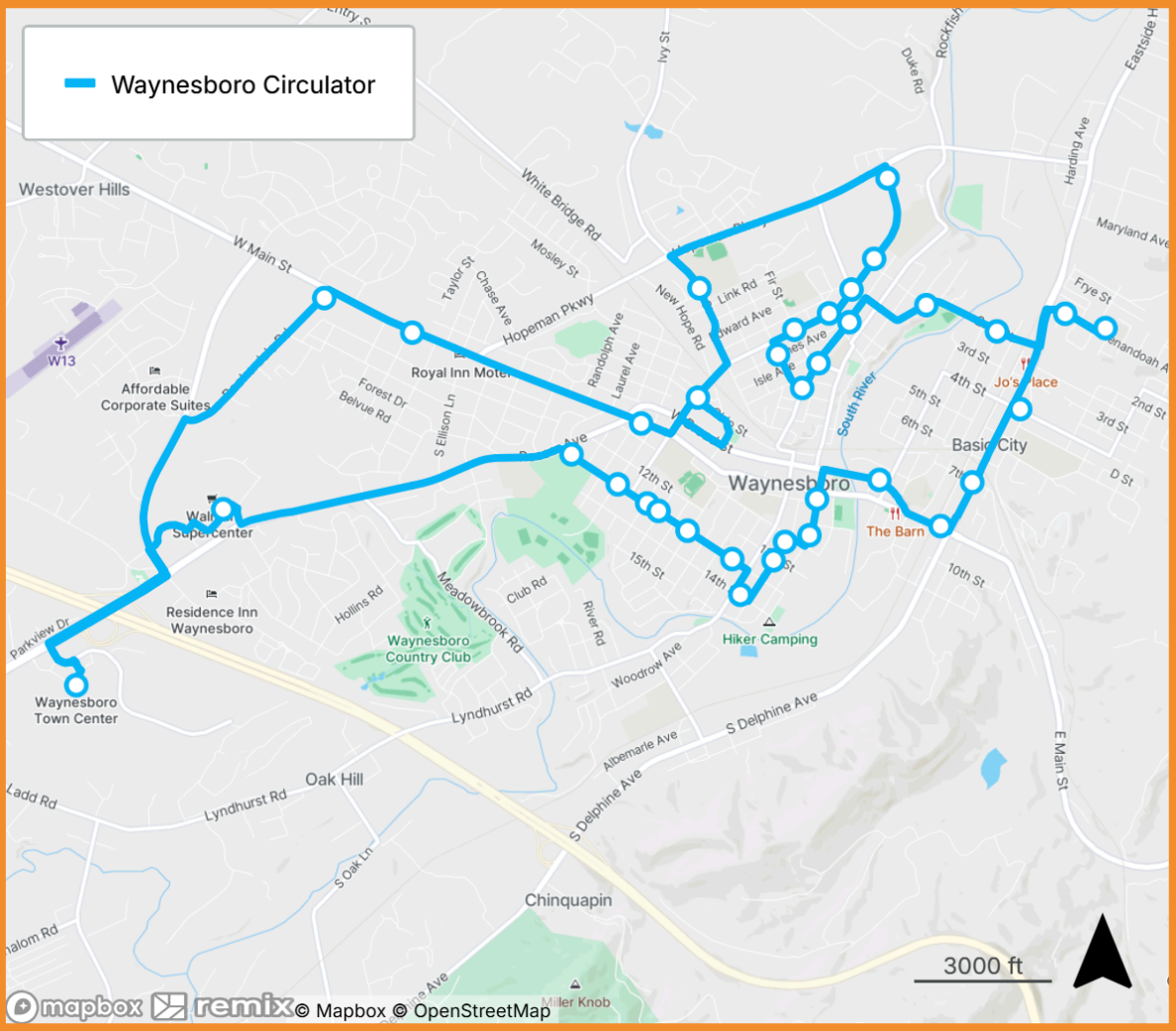
- Monday - Friday, 6:45AM - 6:45PM

Route Stats

Weekday Revenue Hours	12
Annual Revenue Hours	3,060
Annual Revenue Miles	64,260
FY2025 Passenger Trips	10,598
Number of Vehicles	1
Deviates	Yes

BRITE Bus Route Profiles

WAYNESBORO CIRCULATOR



Route Info

The Waynesboro Circulator travels within the city limits of Waynesboro, providing connections to employment centers, retail, and medical facilities.

- Monday - Friday, 6:30AM - 6:22PM
- Saturday, 7:30AM - 8:22PM

Route Stats

Weekday Revenue Hours	12
Saturday Revenue Hours	13
Annual Revenue Hours	3,736
Annual Revenue Miles	62,764
FY2025 Passenger Trips	37,560
Number of Vehicles	1
Deviates	Yes

BRITE Bus Route Profiles

AFTON EXPRESS



Route Info

Afton Express provides public commuter bus transportation connecting the Shenandoah Valley and Charlottesville/Albemarle County. Stops served include: Staunton Crossing Park and Ride Lot, Augusta Health, Waynesboro Park and Ride Lot, UVA (academic and hospital), Downtown Charlottesville / Transit Center & Amtrak, and Wegmans and Fifth Street Station.

- AM Trips: Monday - Friday, 5:00AM - 9:05AM
- PM Trips: Monday-Friday, 2:40PM - 8:50PM

Route Stats

Weekday Revenue Hours	19.33
Annual Revenue Hours	4,784
Annual Revenue Miles	149,888
FY2025 Passenger Trips	21,925
Number of Vehicles	3
Deviates	No

Appendix B: Facility License Agreement

FACILITY LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License") is dated this ___ day of _____, 2026, by and between the Central Shenandoah Planning District Commission, a planning district commission organized under the Regional Cooperation Act, Virginia Code § 15.2-4200 et seq. (the "CSPDC" and/or "Licensor"), and (the "Licensee") (collectively, the "parties") with reference to the following:

- A. The CSPDC owns property upon which is constructed a Transit Maintenance and Operation Facility (the "Facility"), the purpose of which is to serve as an operational base for, and to maintain and service, the BRITE transit systems as set forth in the Agreement for BRITE Transit Services, executed concurrently herewith.
- B. The Facility is located at 51 Ivy Ridge Lane, Fishersville, Virginia 22939 and consists of a two-story, approximately 24,000-square-foot building. Parts of the Facility are occupied by other tenants and are not subject to this License. A further description of the portion of the Facility that is subject to this license is set forth in Section 4 below.
- C. The CSPDC and Licensee wish to enter into this License by which the CSPDC shall provide Licensee with the right to use certain portions of the Facility contingent upon the parties' underlying Agreement for BRITE Transit Services whereby Licensee provides Operation and Maintenance of the BRITE Transit System to the CSPDC.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, the parties agree as follows:

1. Order of Document Precedence

The Licensee shall provide services in accordance with the following, in order of precedence: the Agreement for BRITE Transit Services; this License, which is Exhibit XX to the Agreement for BRITE Transit Services; the CSPDC's Request for Proposal dated September 8, 2025, including all subsequent amendments (Exhibit XX to the Agreement for BRITE Transit Services); the Licensee's proposal dated , _____, 2025 including all subsequent amendments (Exhibit XX to the Agreement for BRITE Transit Services). Exhibits XX and YY to the Agreement for BRITE Transit Services are incorporated herein by reference. To the maximum extent possible, all of the documents referenced within this paragraph are to be interpreted so as to be consistent with one another. In the event that Exhibit XX or Exhibit YY expressly contradicts or limits this License, this License shall prevail.

2. Agreement to License

This License sets forth the basic terms and conditions upon which portions of the Facility are licensed by CSPDC to Licensee. This License is attached to and incorporated into the parties' Agreement for BRITE Transit Services. The terms and conditions of the Agreement for BRITE Transit Services apply as set forth herein.

3. Term of License

The term of this License shall be the same term as the Agreement for BRITE Transit Services, with the exception that the term of the License shall begin on the beginning of the term specified in the Agreement for BRITE Transit Services. Any extension of the term of this License is contingent upon the extension of the term of the Agreement for BRITE Transit Services. If the Agreement for BRITE Transit Services is terminated for any reason, this License too shall be terminated. In the event that the parties agree to extend the term of the Agreement for BRITE Transit Services, an amendment to this License confirming the extension of the Term shall also be executed and delivered.

4. Licensee's Use of Facility

- A. License. This is a License permitting the Licensee to use certain areas of the Facility for the sole purpose of fulfilling its contractual responsibilities under the Agreement for BRITE Transit Services. This is not a lease, and no property rights have been granted to the Licensee under this License. Only work performed under the Agreement for BRITE Transit Services shall be allowed in the Facility. All other work or activities are prohibited.
- B. Use of the Transit Facility. Only those employees of the Licensee and the Licensee's contractors shall be authorized to use the Facility. Licensee may not use any portion of the facility not expressly identified below for any purpose:
 - i. Exclusive Use. The Licensee shall have exclusive rights to occupy certain office space located on the first floor, including a reception area. The Licensee shall have no right to enter any office space located on the second floor or certain office space on the first floor which is occupied by another tenant. The Licensee shall have exclusive rights to occupy the maintenance/repair bays and the bus washing area. The Licensee shall have exclusive rights to occupy designated areas within the gated parking area in the rear of the Facility. The term "exclusive" as used herein refers to other tenants in the Facility. The CSPDC reserves the right to enter any space in the Facility without advance notice.
 - ii. Shared Use. The Licensee shall have the right to occupy the training room located on the first floor. The Licensee may request from the CSPDC permission to use the large conference / board room on the first floor for special meetings or events. The Licensee shall have the right to occupy common areas (bathrooms, hallways, etc.) on the first floor. The Licensee shall not enter common areas on the second floor. At the sole discretion of the CSPDC, the Licensee may have the right to shared use of certain parking areas in the front of the Facility.

A floor-plan of the Facility and areas licensed for use by the Contractor is contained in Appendix II to this License.

- C. Supervision and Conduct. Licensee shall be responsible for the supervision and control of activities of its employees and any contractors' employees on all CSPDC premises, including the

Facility. Licensee agrees that CSPDC and its employees or agents shall not be liable for any use by Licensee, or by Licensee's employees and agents, of the Facility, or for any loss, claim, damage, or liability of any kind or nature that may arise from Licensee's activities and services furnished pursuant to this License or the Agreement for BRITE Transit Services.

- D. Equipment. Licensee's right to use Facility shall extend to any CSPDC-owned furnishings and equipment located in the areas of the facility designated for Licensee's shared or exclusive use, including the equipment identified on Appendix I. However, CSPDC is under no obligation to purchase or provide any equipment which may be necessary for Licensee to fulfill its responsibilities under this License or the Agreement for BRITE Transit Services except for the equipment identified in Appendix I.

Licensee's responsibilities with respect to any equipment owned by CSPDC are as follows:

- i. Exercise reasonable care with respect to the use, maintenance, and storage of CSPDC-owned equipment.
- ii. Follow manufacturer's instructions for proper and safe use.
- iii. Perform minor repairs on equipment at Licensee's own expense. The term "minor" is defined as repairs that are less than \$200.00 and do not require Licensee to contract for specialized repair services. Licensee will keep a record and will promptly notify CSPDC of any minor repair to any CSPDC-owned equipment.
- iv. Obtain any periodic certifications required by the manufacturer or by any authority having jurisdiction over the certification of the equipment.
- v. Procure preventive maintenance and service contract for bus washing equipment from a vendor who has a minimum of three years' experience servicing similar equipment.
- vi. Report incidents of frequent equipment failure or the need for major repair to the CSPDC in a timely manner. Reporting instructions will be provided by the CSPDC during initial Licensee occupancy.
- vii. Written CSPDC approval is required before the installation of any additional equipment. Assume responsibility for maintenance of approved new equipment at no cost to the CSPDC.
- viii. Return CSPDC-owned equipment at the end of the Agreement for BRITE Transit Services in good condition, except for normal wear and tear. CSPDC may elect to provide Licensee with an equipment condition report and require Licensee to sign such equipment condition report acknowledging the receipt of and condition of the equipment listed thereon.

CSPDC's responsibilities with respect to any equipment owned by CSPDC are as follows:

- i. Inspect equipment condition when deemed necessary by CSPDC.
- ii. Provide routine and preventive maintenance, at Owner's expense, as required to keep equipment safe and in good working order, and according to manufacturer's

- recommendations; keep written records of maintenance; develop a monthly checklist for each piece of equipment to record performance of all required maintenance.
 - iii. Perform major repairs on equipment. The term “major” is defined as repairs that are more than \$200.00 or require specialized repair services.
 - iv. Replace equipment at the end of its useful life or at CSPDC’s discretion.
 - E. Licensee Compliance. Licensee shall comply with all applicable federal, state and local laws, regulations, ordinances and rules.
 - F. Energy and Utilities. The CSPDC shall be responsible for the electricity, heating, water, and sewer services for the Facility. The CSPDC will be responsible for the analog phone lines that provide support to the elevators and the security system, as well as internet service to the portion of the facility occupied by the Licensee. The Licensee is responsible for all costs related to the provision of their phone system that supports the BRITE Transit Services. Licensee shall exercise reasonable care with respect to conservation of electricity, heat, and water. CSPDC may, at its sole discretion, require that Licensee formulate and implement a reasonable energy conservation plan and that such plan be approved by CSPDC prior to implementation. Cost of energy usage resulting from failure to adhere to the approved energy conservation plan shall be the responsibility of Licensee and the CSPDC reserves the right to deduct such amounts from payments to the Licensee.
5. Industrial General Permit
 - A. Requirement. The Facility is considered a "land transportation and warehousing facility" under Virginia Administrative Code (VAC) 25-151. As such, this Facility is required to be registered under the Virginia Department of Environmental Quality Industrial General Permit (the “DEQ Industrial General Permit”). The Licensee will be required to adhere to and comply with all terms of the DEQ Industrial General Permit and the associated Stormwater Pollution Prevention Plan (the “SWPPP”).
 - B. Requirements Subject to Change. This section is subject to change to reflect future versions of the DEQ Industrial General Permit. From time to time, the SWPPP may be changed or amended at CSPDC’s discretion. The Licensee must meet all obligations under the DEQ Industrial General Permit and the SWPPP.
 - C. SWPPP Implementation.
 - i. The Licensee shall be responsible for reviewing and being familiar with the SWPPP, and for training its employees with respect to stormwater management and the SWPPP.
 - ii. CSPDC must approve all structural and non-structural Best Management Practices (BMPs) before they are implemented.
 - iii. Licensee’s relevant employees may, at CSPDC’s sole discretion, serve on a pollution prevention team.

- iv. Structural BMPs will be maintained by the CSPDC; however, these BMPs shall be inspected by the Licensee during its routine Facility inspections.
- v. The CSPDC, by itself or through a third-party contractor, shall be responsible for conducting the benchmark monitoring requirements as outlined in 9VAC25-151-230. Sector P, Table 230. Licensee will assist with benchmark monitoring requirements as directed by the CSPDC or the CSPDC's third-party contractor.
- vi. The CSPDC, by itself or through a third-party contractor, will conduct any routine Facility inspections and comprehensive site compliance evaluations required by law and shall prepare the resulting documentation and reports. As directed by the CSPDC or the CSPDC's third-party contractor, the Licensee will assist with routine Facility inspections and comprehensive site compliance evaluations.

6. Spill Prevention Control and Countermeasure Plan

- A. Requirement. The Facility may store and handle petroleum-based products in sufficient amounts to require the development and implementation of a Spill Prevention Control and Countermeasure (SPCC) Plan. The Licensee shall adhere to and comply with any SPCC plan for this facility as outlined in 40 Code of Federal Regulation (CFR) 112.
- B. Storage Tanks. The Licensee shall not allow any above-ground storage tank that stores petroleum-based products to exist in the Facility or on the Facility grounds without the written permission of CSPDC.
- C. Spill Prevention Control and Countermeasure Plan Development.

In the event the CSPDC deems the development of a SPCC Plan to be necessary, the Licensee will, at the CSPDC's request, develop such a Plan. The following shall apply to any SPCC Plan:

- i. The CSPDC will be designated as the "owner" and the Licensee shall be designated as the "operator;"
- ii. Any SPCC plan must be signed and certified by a professional engineer (PE) registered in the Commonwealth of Virginia. The Licensee is responsible for obtaining the PE signature and certification for this plan;
- iii. The CSPDC will review the plan and provide comments prior to signature and certification by the PE;
- iv. The Licensee must plan and conduct annual spill response training;
- v. To provide adequate oversight, a CSPDC representative will review all training programs associated with this plan and that person will also be included in all trainings associated with this plan;
- vi. The Licensee is responsible for conducting and documenting all inspections associated with the SPCC plan; and
- vii. Routine Facility inspections and resulting documentation shall be performed by the

Licensee. Results of these inspections shall be submitted to the CSPDC and filed with the SPCC plan.

7. Condition of Property: Maintenance and Obligations

- A. Except as specifically provided in this License, Licensee acknowledges and agrees that the Facility is licensed to Licensee in an "AS IS, WHERE IS," CONDITION, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUBJECT TO ALL DEFECTS, LATENT OR PATENT, KNOWN AND UNKNOWN, APPARENT OR HIDDEN, INCLUDING ENVIRONMENTAL CONDITIONS AND MATTERS, WHICH CURRENTLY EXIST OR MAY IN THE FUTURE ARISE. LICENSEE HEREBY WAIVES ALL RIGHTS, REMEDIES AND CAUSES OF ACTION AGAINST CSPDC RESULTING FROM OR RELATING TO THE CONDITION OF THE SITE. By executing this License, Licensee acknowledges that it has had the opportunity to inspect the Facility, and is relying solely on that inspection, and not on any representation or warranty of CSPDC in licensing the Facility.
- B. Licensee shall, at its own expense, maintain in good working order, condition and repair certain portions of the Facility, grounds, furnishings, and any personal or Licensee property used in the operation of the Facility. Licensee shall keep the Facility free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

In addition, the Licensee's obligations, all of which are at Licensee's own expense, with respect to the Facility, Grounds and Security, and Furnishings and Personal Property are as follows:

Licensee Obligations - Facility

- i. Take reasonable and customary care in use of the Facility.
- ii. Use and occupy only those portions of the Facility licensed herein. A floorplan for the first floor of the Facility is attached hereto as Appendix II.
- iii. Pay for any telephone service used by Licensee.
- iv. Report maintenance problems or damage in a timely manner by designating at least one staff person per shift with the responsibility to submit routine and emergency work requests. Reporting instructions will be provided by the CSPDC upon Licensee occupancy.
- v. Allow CSPDC unlimited access to the Facility during all hours.
- vi. Provide routine and cyclical housekeeping on a schedule that ensures clean and sanitary conditions.
- vii. Perform minor maintenance on Facility. The term "minor" as used herein is limited to items that do not require the expertise of a maintenance professional (e.g. replacement of light bulbs, smoke detectors, and air filters; the plunging of toilets, and other similar tasks).
- viii. Maintain coated and/or sealed floor surfaces in accordance with manufacturer's guidelines.

- ix. Store hazardous materials in conformance with all local, state and federal regulations.
- x. Allow periodic inspections by CSPDC of housekeeping and hazardous materials storage.
- xi. Make no changes to the Facility or grounds without written permission from the CSPDC.
- xii. Enforce a no smoking policy inside the Facility.
- xiii. Do not place signs on the Facility without written permission of the CSPDC.

Licensee Obligations – Grounds and Security

- i. Provide snow removal and deicing for the entire Facility as needed.
- ii. Repair any damage caused by snow removal or deicing.
- iii. Keep parking areas and sidewalks free of litter.
- iv. Promptly clean-up oil or fuel spills as required by regulations.
- v. Parking is for employees of the Licensee or its contractors; no unlicensed vehicles are permitted to be parked on the lots.
- vi. Food trucks are not permitted.
- vii. No vehicles are to be sold on the property without written permission from CSPDC.
- viii. Maintain appearance of grounds in a condition comparable to the condition of such grounds as of the first day of Licensee's occupancy. CSPDC shall be responsible for lawn mowing and maintenance of shrubs, bushes, and trees as provided below.
- ix. No smoking may occur in the Facility. No smoking may occur on the Facility grounds unless such smoking is within a designated smoking area. At Licensee's option, Licensee may create such designated smoking area(s) at least 25 feet from the side and rear entrances to the building and at least 75 feet from the front entrance to the Facility. If Licensee creates a designated smoking area, Licensee shall be responsible for providing appropriate containers for disposal of smoking materials at designated location(s) and enforcing proper disposal of smoking materials and distance from building entrances.
- x. Provide dumpster(s) for trash and dumpster(s) for recycling and trash pickup service to empty dumpsters on a schedule that prevents accumulation of debris around dumpsters.
- xi. Comply with the Storm Water Pollution Prevention Plan (SWPPP).
- xii. Licensee shall not store anything outside at the Facility without written approval of the CSPDC.
- xiii. Licensee shall not place structures such as storage sheds on the Facility grounds without written approval from the CSPDC.
- xiv. Licensee shall not place exterior signs at the Facility.
- xv. Report maintenance problems with card/keycode access to CSPDC in a timely manner to ensure site security.
- xvi. Report maintenance problems with video surveillance system to CSPDC in a timely manner to ensure site security.
- xvii. Licensee shall check video surveillance system on a weekly basis to confirm such system is functional and shall review surveillance video as necessary. Licensee shall provide any video surveillance to CSPDC at CSPDC's request.
- xviii. Licensee shall report any maintenance problems with IT infrastructure or CSPDC-owned IT components to CSPDC in a timely manner.

Licensee Obligations – Furnishings and Personal Property

- i. Take reasonable care in use of furnishings and personal property.
 - ii. Promptly report to CSPDC problems with or damage to furnishings and personal property.
 - iii. At end of Agreement for BRITE Transit Services, return furnishings and personal property in good condition, except for normal wear and tear.
 - iv. Repair or replace furnishings and personal property that are damaged by Licensee's use in excess of normal wear and tear.
 - v. Clearly identify Licensee-owned furnishings and personal property; devise method for identifying such furnishings and personal property mutually acceptable to Licensee and CSPDC; furnishings and personal property not identified per the agreed method shall be considered property of the CSPDC at CSPDC's sole discretion.
- C. CSPDC shall, at its own expense, have the following obligations with respect to the Facility, Grounds and Security, and Furnishings and Personal Property:

CSPDC Obligations - Facility

- i. Inspect Facility when deemed necessary by the CSPDC.
- ii. Provide routine, emergency and preventive maintenance of the buildings (roof, walls, and foundation) and systems (HVAC, life-safety, electrical, plumbing and security).
- iii. Replace or renovate Facility systems as needed and at CSPDC's sole discretion.
- iv. Pay for utilities, with the exception of telephone service.
- v. Repaint interior when deemed necessary by CSPDC.
- vi. Replace flooring when deemed necessary by CSPDC.

CSPDC Obligations – Grounds and Security

- i. Repair, resurface, restripe, and replace parking lot as needed, at CSPDC's sole discretion.
- ii. Maintain parking lot lights.
- iii. Repair or replace fencing, gates and gate controllers as needed.
- iv. Ensure compliance with the Storm Water Pollution Prevention Plan.
- v. Inspect, maintain, and repair the oil/water separator.
- vi. Maintain card access system; issue access cards.
- vii. Retain key control and issue replacement keys and cores.
- viii. Repair or replace IT infrastructure as necessary.
- ix. CSPDC shall be responsible for lawn mowing and maintenance of shrubs, bushes, and trees.

CSPDC Obligations – Furnishings and Personal Property

- i. Inspect furnishings and personal property when deemed necessary by CSPDC.
- ii. Replace or repair furnishings and personal property when deemed necessary by CSPDC.
- iii. Repair or replace any CSPDC- owned IT components as deemed necessary by the CSPDC.

8. Hazardous Substances and Wastes

Licensee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal, or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensee shall indemnify and hold CSPDC harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes at the Facility if caused by Licensee or persons acting under Licensee. Licensee shall execute such affidavits, representations, and the like from time to time as CSPDC may reasonably request concerning Licensee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes at the Facility.

For purposes of this License, the term "Hazardous Substances" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death, or disease.

Notwithstanding the foregoing, CSPDC represents and warrants that to the best of its knowledge and belief there are no hazardous materials on, in, or under the Facility, unless otherwise disclosed. CSPDC will not knowingly bring any hazardous materials to the Facility.

9. Indemnity; Waiver; Insurance

All property of Licensee, its employees, agents, business invitees, licensees, customers, clients, subtenants, guests, or trespassers, in and on any Site shall be and remain at the sole risk of Licensee, its employees, agents, or business invitees. CSPDC shall not be liable to them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other reason, nor shall CSPDC be liable for the interruption or loss to Licensee's business arising from any of the above-described acts or causes. CSPDC shall not be liable for any personal injury to Licensee, its employees, agents, business invitees, licensees, customers, clients, subtenants, guests, or trespassers arising from the use, occupancy, and condition of the Facility.

Licensee hereby waives any right of recovery against CSPDC or its employees, officers, and directors for any claim, loss, liability, injury, or damage that is covered by any policy of property insurance maintained by Licensee (or would have been insured against if Licensee had complied with its obligations under this License) with respect to this License. Licensee will cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Facility.

In witness hereof, the parties have executed this Agreement, intending to be bound hereby.

Central Shenandoah Planning District Commission

By:

Ann W. Cundy, Executive Director

Date

Contractor

By:

Name, Title

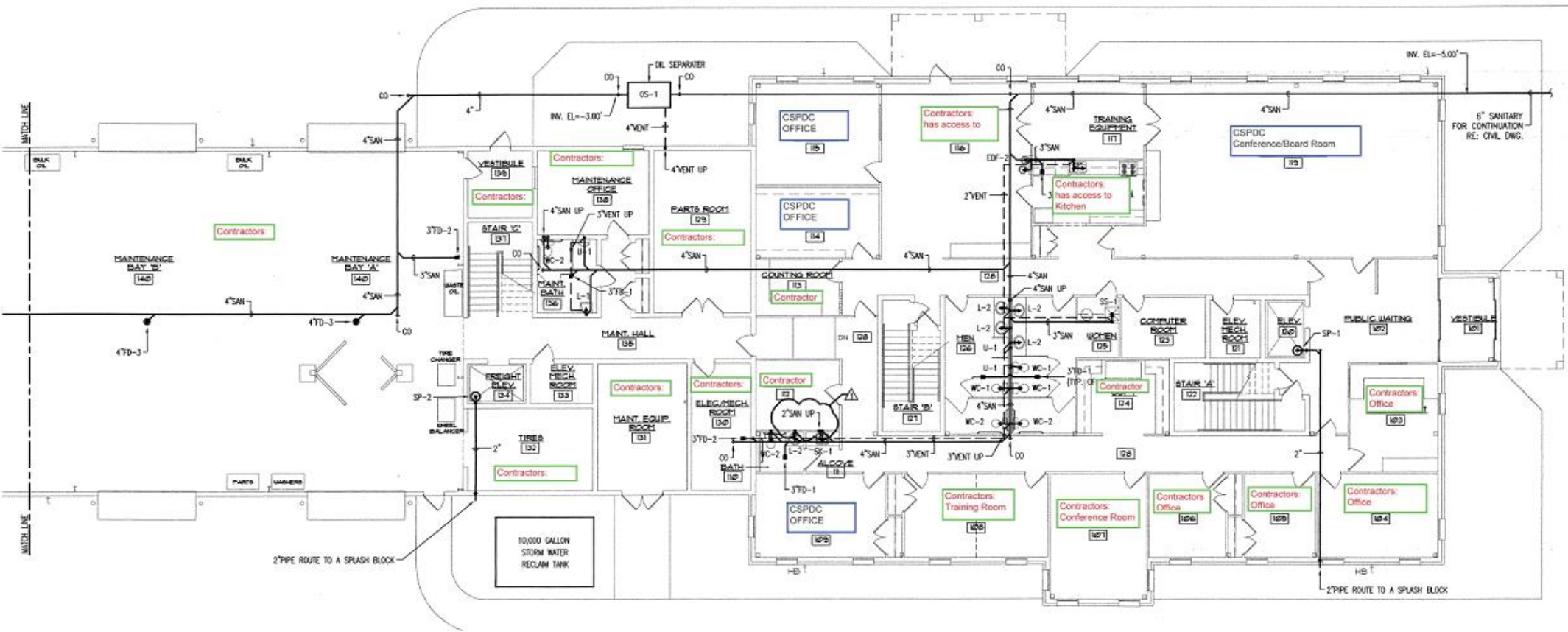
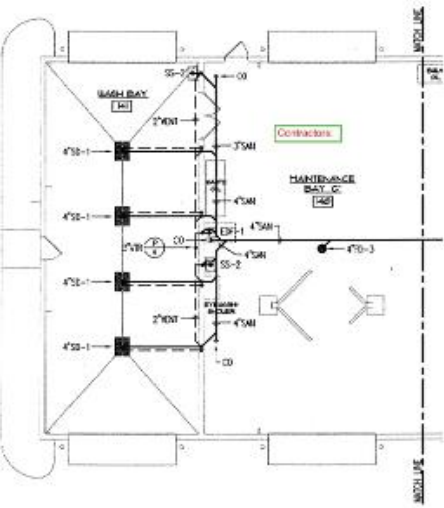
Date

License Agreement – Appendix I
Equipment List

<u>Equipment</u>	<u>Description</u>
Jack Stand	Large
Jack Stand	Large
Tire Tool	Large - Tire Mounting
Oil Tank Heater	Two Units
Tire Tool	Small - Tire Mounting
Tire Tool	Tire Balancing Machine
Lift	18,000 lbs
Lift	50,000 lbs
Lift	16,000 lbs
Lift	13,000 lbs
Lift	13,000 lbs
Lift	13,000 lbs
Lift	13,000 lbs
Fan	Shop Fan
Washer	Bus Washer
Pre Wash	Bus Pre Wash System

License Agreement— Appendix II

Transit Facility Floorplan specifying Contractor Offices, Storage, and Maintenance Bays



Appendix C: Certifications

List of required certifications associated with this RFP (CSPDC RFP #2025-001)

- Cover Sheet
- Virginia State Corporation Commission (SCC) Registration Information
- Certification of Compliance with Immigration Laws
- Non-Collusion Statement
- Debarment and Suspension Certification - Prime Contractor
- Debarment and Suspension Certification - Sub-Contractor(s)
- Certification Regarding Lobbying
- Certification Regarding Federal Tax Liability and Recent Felony Convictions
- Disadvantaged Business Enterprises (DBE) Participation Policy
- DBE Certification Form

COVER SHEET

In compliance with this Request for Proposal and subject to all the conditions thereof, the undersigned offers to furnish the goods/services requested and certifies he/she has read, understands, and agrees to all terms, conditions and requirements of this bid and is authorized to contract on behalf of the firm named below.

My signature on this solicitation constitutes certification that I or my designated representative have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by CSPDC. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

The Undersigned certifies that he (they) is the only person (persons) interested in said project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

PROPRIETARY INFORMATION YES () NO ()

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion from the Virginia Freedom of Information Act (2.1-340 et seq.) are set forth below. (Additional sheet may be added if necessary.)

Offerors should indicate on the line above or attached document the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary. If Proprietary information is stated, Offerors shall submit One (1) Original and One (1) Redacted copy (removing any proprietary data or material.** Clearly identify on the Cover Sheet the **"Original"** and **"Redacted"** copy, as **"Redacted Copy of Original Proposal"** RFP# 20221290

Official Name of Company: _____

Federal Unique Entity ID #: _____ *VA State Corporation Commission ID#: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX: _____

Email Address: _____

Federal Tax ID: _____

Signature of Authorized Representative for Firm, certifying that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #2025-001

Print Name: _____ Title: _____

Signature: _____ Date: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1____ #2____ #3____ #4____ (Please Initial)

***Virginia State Corporation Commission (SCC) Registration Information Requirement per the Virginia Public Procurement Act, VPPA:**

§ 2.2-4311.2. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth. –

A. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

C. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.

D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

***Virginia State Corporation Commission ("SCC") registration information: The undersigned Offeror:**

- ☐ is a corporation or other business entity with the following SCC identification number: _____
-OR-
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust
-OR-
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)
-OR-
- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

☐

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

This sworn certification of compliance with all Federal immigration laws and regulations is provided by _____ (Name of Firm). These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. Accordingly, this certification shall be completed and attached to all contracts and agreements for goods and services made by the Central Shenandoah Planning District Commission or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

Type or print legibly when completing this form.

1) **Legal Name of Contractor:** (This is your name as reported to the IRS. This should match your Social Security card or Federal ID Number) _____

2) **Type of Business Entity:**

- ☐ Sole proprietorship (*Provide full name and address of owner*):
- ☐ Limited Partnership (*Provide full name and address of all partners*):
- ☐ General Partnership (*Provide full name and address of all partners*):
- ☐ Limited Liability Company (*Provide full name and address of all managing members*):
- ☐ Corporation (*Provide full name and address of all officers*):

3) **Doing Business As:** (If applicable – *This is the name that appears on your invoice but is not used as your reporting name*).

4) **Name and Position of Person Completing this Certificate:**

5) **Physical Business Address:**

6) **Primary Correspondence Address (if different from physical address):**

7) **Number of Employees:** _____

8) **Are all Employees Who Work in the United States Eligible for Employment in the United States?** _____

Under penalties of perjury, I declare on behalf of the Contractor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Contractor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986, and Section 40.1-1-11.1 of the Code of Virginia. I further declare on behalf of the Contractor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this ____ day of _____, 20__ on behalf of _____ as evidenced by the following signature and seal:

Name of Contractor: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

The foregoing instrument was acknowledged before me on this _____ day, 20_____, by

_____.

Notary Public: _____

Registration No: _____

My Commission Expires: _____



**DEBARMENT AND SUSPENSION CERTIFICATION OF
PRIMARY PARTICIPANT**

To be completed for contracts meeting the definition of “covered transaction” (see 2 CFR 180.220 and 1200.220), which includes contracts that equal or exceed \$25,000 and are funded by an award from the U.S. Department of Transportation or a contract for federally required audit services.

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

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

The disclosure of unfavorable information will not necessarily lead to denial of participation in the covered transaction. Additional information or explanation may be attached to this certification for consideration.

Failure to disclose information known at the time of entering into the covered transaction may result in termination of the transaction as well as other available remedies such as suspension or debarment. Immediate written notice must be given to CSPDC if it is discovered that the Primary Participant failed to disclose required information earlier or that the Primary Participant or any of its principals now meet any of the criteria above.

CSPDC will use the System for Award Management (SAM) before entering into any contracts and review the Excluded Parties List System in SAM to verify if any third-party contractor is on the excluded list.

Name & Title of Authorized Representative (Printed)_____

Signature of Authorized Representative_____

☐ I am unable to certify to the above statement. My explanation is attached.

Subscribed and sworn this _____ day of _____, 20__ in _____ (City and State)

Notary Public: _____

My Commission Expires: _____



**DEBARMENT AND SUSPENSION CERTIFICATION OF
SUBCONTRACTOR**

To be completed for contracts meeting the definition of “covered transaction” (see 2 CFR 180.220 and 1200.220), which includes contracts that equal or exceed \$25,000 and are funded by an award from the U.S. Department of Transportation or a contract for federally required audit services.

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

- e) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- f) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- g) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- h) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

The disclosure of unfavorable information will not necessarily lead to denial of participation in the covered transaction. Additional information or explanation may be attached to this certification for consideration.

Failure to disclose information known at the time of entering into the covered transaction may result in termination of the transaction as well as other available remedies such as suspension or debarment. Immediate written notice must be given to CSPDC if it is discovered that the Subcontractor failed to disclose required information earlier or that the Subcontractor or any of its principals now meet any of the criteria above.

CSPDC will use the System for Award Management (SAM) before entering into any contracts and review the Excluded Parties List System in SAM to verify if any third-party contractor is on the excluded list.

Name & Title of Authorized Representative (Printed)_____

Signature of Authorized Representative_____

☐ I am unable to certify to the above statement. My explanation is attached.

Subscribed and sworn this _____ day of _____, 20__ in _____ (City and State)

Notary Public: _____



My Commission Expires: _____

CERTIFICATION REGARDING LOBBYING

To be submitted with each offer exceeding \$100,000 – 49 CFR. Part 20

The undersigned, _____, 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 persons for influencing or attempting to influence an officer or employee of any agency or Federal department, 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 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.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 is 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 makes a prohibited expenditure or 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 [31 U.S.C. §1352 (c)(1)-(2)(A)].

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

Name & Title of Authorized Representative (Printed)

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

Subscribed and sworn this _____ day of _____, 20____ in _____ (City and State)

Notary Public: _____

My Commission Expires: _____



CERTIFICATION REGARDING FEDERAL TAX LIABILITY

AND RECENT FELONY CONVICTIONS

Must be completed for any third-party agreement with a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.

The Offeror _____ certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, 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 a felony criminal violation under any Federal law within the preceding 24 months.
- c) It further agrees that, in connection with this procurement, it will:
 - i. Obtain identical certifications from proposed subcontractors before the award of subcontracts at any value;
 - ii. Retain such certifications in its files; and
 - iii. Flow this requirement down to subcontractors at all lower tiers, without regard to the value of any subcontract

The Undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

Name and Title of Authorized Representative

Signature of Authorized Representative

Name of Company

Date

☐ I am unable to certify to the above statements. My explanation is attached.



DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

It is the policy of the Central Shenandoah Planning District Commission (CSPDC) that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded contracts. The CSPDC has not established a DBE goal for this contract but encourages DBE participation wherever possible.

Bidders/offerors are required to document sufficient DBE participation where applicable. If the Offeror will include a Prime or Subcontractor that is a DBE Firm, the Offeror should include with their proposal, the submission of the following information with the Offeror's proposal (appropriate forms noted in parentheses and attached hereto):

- 1) The names and addresses of DBE firms that will participate in the contract (Form A).
- 2) A description of the work that each DBE will perform (Form A).
- 3) The dollar amount of the participation of each DBE firm participating (Form A).
- 4) Written and signed confirmation from the DBE that it is participating in the kind and amount of work provided in the prime contractor's commitment (Form B); and

CSPDC is required to capture DBE payment information on contracts. If work is subcontracted to a DBE firm, the successful prime contractor will be responsible for providing prompt payment verification and a monthly report of DBE participation.

The Contractor must promptly notify CSPDC 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 CSPDC.

Any firm claiming DBE status must become certified with the Virginia Department of Small Business and Supplier Diversity –or other agency authorized to certify DBE status and approved by CSPDC --prior to the bid/proposal being submitted to be listed as a DBE on Form A – Schedule of DBE Participation.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION FORM

Project Name: Turnkey Contract for Transit Operations and Maintenance Services

Contract/Solicitation Number: CSPDC RFP #2025-001

Date: _____



CONTRACTOR INFORMATION

Company Name: _____

Address: _____

City, State, ZIP: _____

Phone: _____

Email: _____

Federal Tax ID Number: _____

DBE STATUS CERTIFICATION - PART A: PRIME CONTRACTOR DBE STATUS

☐ **YES** - The undersigned contractor IS a certified DBE firm.

☐ **NO** - The undersigned contractor IS NOT a certified DBE firm.

If YES, provide the following information:

- DBE Certification Number: _____
- Certifying Agency: _____
- Certification Expiration Date: _____

PART B: SUBCONTRACTOR DBE STATUS

☐ **YES** - One or more of our proposed subcontractors ARE certified DBE firms.

☐ **NO** - None of our proposed subcontractors are certified DBE firms.

☐ **N/A** - We are not utilizing subcontractors for this project.

If YES, list all DBE subcontractors:

Subcontractor Name	DBE Cert. Number	Certifying Agency	Work Description	Contract Value
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Total DBE Participation: \$ _____ **Percentage of Total Contract:** _____ %

CERTIFICATIONS AND AGREEMENTS

FOR DBE CONTRACTORS/SUBCONTRACTORS:

I hereby certify that:

1. ☐ The information provided above is true and accurate to the best of my knowledge.
2. ☐ Our DBE certification is current and valid for the duration of this contract.
3. ☐ We agree to complete and submit **DBE Form A** (if required) within the timeframe specified in the contract documents.
4. ☐ We agree to comply with ALL DBE reporting requirements throughout the entire duration of the contract, including but not limited to:
 - Monthly progress reports
 - Payment verification documentation
 - Subcontractor utilization reports
 - Any additional reporting as specified in the contract
5. ☐ We understand that failure to comply with DBE reporting requirements may result in contract penalties, termination, or debarment from future contracting opportunities.
6. ☐ We will notify the contracting agency immediately if our DBE certification status changes during the contract period.

FOR NON-DBE CONTRACTORS:

I hereby certify that:

1. ☐ Neither our company nor any of our proposed subcontractors hold current DBE certification.
2. ☐ The information provided above is true and accurate to the best of my knowledge.
3. ☐ We understand our obligations regarding DBE participation goals (if applicable) and will make good faith efforts to meet such requirements.

SIGNATURE

I, the undersigned, certify under penalty of perjury that the information provided in this form is true and correct. I understand that false statements or misrepresentations may result in contract termination, legal action, and/or debarment from future contracting opportunities.

Contractor Representative:

Print Name: _____ Title: _____

Signature: _____ Date: _____

This form must be completed and submitted with your bid/proposal. Incomplete forms may result in bid rejection.

**RETURN SIGNED COVER SHEET AND REQUIRED
CERTIFICATIONS WITH PROPOSAL**

Appendix D: Proposal Documents and Forms

List of required proposal forms associated with this RFP (CSPDC RFP #2025-001)

- Proposed Initial Rolling Stock Form
- Cost Proposal and Unbundled Service Hour Rate Form

Proposed Initial Rolling Stock Form

Please list each individual vehicle separately.

[illegible]

Cost Proposal Form and Unbundled Service Hour Rate Form

Operating Cost Per Revenue Hour

Operating costs include all items related to the operation of the transit system, including, but not limited to, operators, management, supervisory, and administrative staff, maintenance, inspections and repairs, communications and systems, overhead and profit. Operating costs, for purpose of this proposal, exclude the cost of fuel for revenue vehicles and the capital costs of the revenue vehicles. CSPDC funds BRITE fixed routes, also referred to as “Local” routes and commuter routes (Afton Express) separately. Therefore, the cost per revenue hour should be calculated separately for each service type. All operational costs that would be reasonably required to operate service without the Afton Express should be included in the BRITE Local Route operation costs. Only costs directly related to the Afton Express commuter route should be included in the Afton Express operations.

- Costs for fuel for the revenue vehicles, for purposes of this proposal, will be reimbursed to the Contractor for revenue service, according to the requirements set out in this RFP in [Section 2.9](#).
- Indicate on this form the cost per revenue hour for operating costs for the five years listed. Revenue hours begin with first scheduled pickup and end with last scheduled drop-off, based on system schedules and timetables provided by the CSPDC.
- Base costs on a projected 34,400 annual revenue hours for local routes and 5,200 annual revenue hours for Afton Express.

Capital Cost per Revenue Hour

Capital costs include the cost for providing revenue vehicles for the transit system. Indicate on this form the cost per revenue hour for the capital costs of the revenue vehicles for the five years listed. Revenue hours begin with first scheduled pickup and end with last scheduled drop-off, based on system schedules and timetables provided by the CSPDC. Capital costs related to Afton Express should be calculated separately.

- Base costs on a projected 34,400 annual revenue hours for local routes and 5,200 annual revenue hours for Afton Express.

Total Cost per Revenue Hour

The total operating and capital costs are the sum of the operating costs and capital costs for the transit system. Indicate on this form the cost per revenue hour for the total operating and capital costs for the five years listed. Revenue hours begin with first scheduled pickup and end with last scheduled drop-off, based on system schedules and timetables provided by the CSPDC.

- Base costs on a projected 34,400 annual revenue hours for local routes and 5,200 annual revenue hours for Afton Express.

Local Routes – BRITE Routes and ADA Paratransit Service

Offeror's Cost	Year One: July 1, 2026 – June 30, 2027	Year Two: July 1, 2027 – June 30, 2028	Year Three: July 1, 2028 – June 30, 2029	Year Four: July 1, 2029 – June 30, 2030	Year Five: July 1, 2030 – June 30, 2031
Operating Cost per Service Hour					
Capital Cost Service Hour					
Total Cost per Service Hour (Operating + Capital)					

Afton Express

Offeror's Cost	Year One: July 1, 2026 – June 30, 2027	Year Two: July 1, 2027 – June 30, 2028	Year Three: July 1, 2028 – June 30, 2029	Year Four: July 1, 2029 – June 30, 2030	Year Five: July 1, 2030 – June 30, 2031
Operating Cost per Service Hour					
Capital Cost Service Hour					
Total Cost per Service Hour (Operating + Capital)					

Maintenance/Other

Offeror's Cost	Year One: July 1, 2026 – June 30, 2027	Year Two: July 1, 2027 – June 30, 2028	Year Three: July 1, 2028 – June 30, 2029	Year Four: July 1, 2029 – June 30, 2030	Year Five: July 1, 2030 – June 30, 2031
Maintenance Cost per Bus Shelter per Month					

Revenue Hour Rate Proposal (Unbundled) – BRITE Local Routes and ADA Paratransit Service

	Number of Staff	Total Annual Dollars	Per Service Hour (34,400 hours)
Operations (include benefits)			
Operators			
Dispatchers			
Safety and Training			
Reservations/Customer Service			
Material and Supplies	N/A		
Operations Total			
Maintenance (includes benefits)			
Mechanics (specify Class)			
Purchased / sublet maintenance	N/A		
Cleaners/Utility workers			
Clerical			
Lubes and Tires	N/A		
Fuel for Support Vehicles	N/A		
Parts, material, and supplies	N/A		
Maintenance Total			
Administrative (include benefits)			
Supplies	N/A		
Training	N/A		
Travel	N/A		
Other (specify)	N/A		
Administrative Total	N/A		
Other			
Capital Cost – Revenue Vehicles	N/A		
Capital Cost - Support Vehicles	N/A		
Insurance	N/A		
Facility Costs including utilities	N/A		
Professional Fees			
Corporate Support / Overhead			
Profit			
One time Start-up costs			
Miscellaneous			
Other Total			
TOTAL			

Revenue Hour Rate Proposal (Unbundled) – Afton Express

	Number of Staff	Total Annual Dollars	Per Service Hour (5,200 hours)
Operations (include benefits)			
Operators			
Dispatchers			
Safety and Training			
Reservations/Customer Service			
Material and Supplies	N/A		
Operations Total			
Maintenance (includes benefits)			
Mechanics (specify Class)			
Purchased / sublet maintenance	N/A		
Cleaners/Utility workers			
Clerical			
Lubes and Tires	N/A		
Fuel for Support Vehicles	N/A		
Parts, material, and supplies	N/A		
Maintenance Total			
Administrative (include benefits)			
Supplies	N/A		
Training	N/A		
Travel	N/A		
Other (specify)	N/A		
Administrative Total	N/A		
Other			
Capital Cost – Revenue Vehicles	N/A		
Capital Cost - Support Vehicles	N/A		
Insurance	N/A		
Facility Costs including utilities	N/A		
Professional Fees			
Corporate Support / Overhead			
Profit			
One time Start-up costs			
Miscellaneous			
Other Total			
TOTAL			

Appendix E: Electronic Submission Instructions (Euna OpenBids)

CSPDC uses Euna OpenBids, formerly DemandStar, to collect electronic bid and proposals for agency procurements. Contractors do not need to pay to submit a proposal but will need to register to upload documents and submit the proposal. Step-by-step instructions can be viewed at the following tutorial video: https://www.youtube.com/watch?v=lg7_fhKQ75o

You may also refer to the instructions on the following pages. Note that although the instructions reference DemandStar and may look slightly different than the Euna OpenBids website, the process is the same.

Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to your inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:

<https://www.demandstar.com/registration>

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

☐ I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box



Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis



Narrow down your search by selecting a state and county.

State

County

Select State



Select County



- ☐ City of Metropolis – Board of Commissioners
- ☐ City of Metropolis Purchasing
- ☒ Metropolis Technical College

You have chosen **Metropolis Technical College** as your free agency.
Add additional government agencies below for \$25 per County,
Statewide and National subscriptions available.

My Subscriptions [0]

Nation (0)

States (0)

Counties (0)

Total	(0 subscriptions)	Your Current Rate \$0/year
-------	-------------------	-------------------------------

Proceed to Checkout

Skip for Now



SIGN UP

Visit www.demandstar.com



Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a web interface for a procurement portal. At the top, there are tabs: 'Board', 'Bids', 'Quotes', 'Coming Soon!', 'Activities', 'Messages', and 'Responses'. Below the tabs is a large orange arrow pointing right with the word 'Bids' inside. To the right of the arrow is a 'Sort By' dropdown menu set to 'Due Date'. Below this is a list of bid items. A red arrow points to the first item, 'TSEBIDVINO24JAN01'. The list includes the following items:

Bid ID	Agency	Broadcast	Due	Planholders	Watch
TSEBIDVINO24JAN01	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	1/24/2020	3/1/2020	3	Watch
AA-BB-CC-DD-EE	agency2.0, Texas, FL	2/4/2020	2/29/2020	0	Watch
TESTBID	agency2.0, Texas, FL				

Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

TESTBIDActive

Bid Details

Agency Name	agency2.0
Bid Writer	agency2.0 d
Bid ID	EBID-123456-0-2020/AD
Bid Type	EBID - E-BID
Broadcast Date	02/06/2020 9:40 AM Eastern
Fiscal Year	2020
Due	02/23/2020 11:00 PM Eastern
Bid Status Text	BID STATUS

Scope of Work

Scope to Work:

Documents

Filename	Type	Date Modified	Status
ferc	Attachment	02/06/2020	Complete

Distribution Info

Bid Bond	None
Plan (blueprint)	None
E-Bidding	Submit
Distributed By	DemandStar
Distribution Method	Download and Mail
Distribution Options	Bid has no blueprints associated with it
Project Estimated Budget	\$120,000.00
Distribution Notes	None

Publications

[View Legal Ad](#)

Pre-Bid Conference

No Pre-Bid Conference Date Found

Commodity Code

[001-946-00] FINANCIAL SERVICES

[Submit E-Bid Proposal](#)

Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”



DEMANDSTAR

Dashboard Bids Quotes Coming Soon! Activities Coming Soon! Messages Responses Robyn Gallardi

Home > Bids > TESTBID > My Ebid Response Save & Finish Later Cancel

Bid Details

Agency Name agency2.0
Bid Number EBID-123456-0-2020/AD
Bid Due Date 02/29/2020 (PST)
Bid Opening 23 days, 04 hours, 23 minutes, 54 seconds Remaining
Bid Name TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Contact Information

Company Name
Calgon Carbon Corporation

Address 1
P. O. Box 717

Address 2
Address 2 (optional)

City
Pittsburgh

Country United States of Ame... State/Province Pennsylvania

County Select... Postal Code 15230-0717

Phone Number 4127876810 Extension Extension (optional)

Bid Amount 127,000 Invalid Alternate Bid Amount Alternate Bid Amount (optional)

Notes
For the full 6 month contract (optional)

Next

Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot displays the DEMANDSTAR E-Bid Response interface. The top navigation bar includes links for Dashboard, Bids, Quotes, Activities, Messages, and Responses. The user is logged in as Robyn Gallardi. The breadcrumb trail shows the path: Home > Bids > TESTBID > My Ebid Response. A 'Save & Finish Later' button and a 'Cancel' button are visible in the top right.

Bid Details

- Agency Name: agency2.0
- Bid Number: EBID-123456-0-2020/AD
- Bid Due Date: 02/29/2020 (PST)
- Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining
- Bid Name: TESTBID

E-Bid Progress

- Contact Information (Completed)
- Documents Upload (Current Step)
- Review Bid (Upcoming)

E-Bid Response

Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats

- Adobe Acrobat (*.PDF)
- AutoCAD Drawing (*.DWG)
- AutoCAD Drawing Web Format (*.DWF)
- GIF Image (*.GIF)
- JPEG Image (*.JPG)
- Microsoft Excel (*.XLS)
- Microsoft Excel (*.XLSX)
- Microsoft PowerPoint (*.PPT)
- Microsoft Word (*.DOC)
- Microsoft Word (*.DOCX)
- Plain Text (*.TXT)
- Plot file (*.PLT)
- Rich Text Format (*.RTF)
- TIFF Image (*.TIF)
- WordPerfect (*.WPD)
- ZIP Compressed Archive (*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	None	Choose a file

Supplemental Documents

You can upload additional documents here.

Document Title:

Step 4 continued

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

Bid Details

Agency Name

agency2.0

Bid Number

EEIO-123456-0-2025/AO

Bid Due Date

02/28/2025 (PST)

Bid Opening

19 days, 13 hours, 28 minutes, 21 seconds Remaining

Bid Name

TESTBED

E-Bid Progress

Contact Information

Documents Upload

Review Bid

E-Bid Response

Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats

Adobe Acrobat (*.PDF)

AutoCAD Drawing (*.DWG)

AutoCAD Drawing (Web Format) (*.DWG)

GIF Image (*.GIF)

JPEG Image (*.JPG)

Microsoft Excel (*.XLS)

Microsoft Excel (*.XLSX)

Microsoft Word (*.DOC)

Microsoft Word (*.DOCX)

Plain Text (*.TXT)

Plot File (*.PLT)

Rich Text Format (*.RTF)

WordPerfect (*.WP)

WordPerfect (*.WP5)

AutoCAD Drawing (*.DWG)

GIF Image (*.GIF)

Microsoft Excel (*.XLS)

Microsoft PowerPoint (*.PPT)

Microsoft Word (*.DOC)

Microsoft Word (*.DOCX)

Plot File (*.PLT)

TIFF Image (*.TIF)

ZIP Compressed Archive (*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.TXT

Supplemental Documents

You can upload additional documents here.

Document Title

Document Title

Add Document

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.PDF
References	Electronic/Online	References.PDF
Plans	Online/Electronic	Choose a file

Previous

Upload

Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot displays the DEMANDSTAR web application interface for reviewing an e-bid response. The top navigation bar includes links for Dashboard, Bids, Quotes, Activities, Messages, and Responses. The user is logged in as Robyn Galiardi.

The main content area is titled "Review Your E-Bid Response" and is divided into two columns. The left column contains "Bid Details" and "E-Bid Progress". The right column contains "Contact Info", "Agency Required Documents", and "Supplemental Documents".

Bid Details:

- Agency Name: agency2.0
- Bid Number: EBYD-123456-9-2020-00
- Bid Due Date: 02/25/2020 (PST)
- Bid Opening: 23 days, 04 hours, 10 minutes, 47 seconds Remaining
- Bid Name: TESTBID

E-Bid Progress:

- Contact Information
- Documents Uploaded
- Review Bid

Contact Info:

- Company Name: Calgon Carbon Corporation
- Address 1: P.O. Box 717
- Address 2:
- City: Pittsburgh
- State: Pennsylvania
- Country: United States of America
- Postal Code: 15203-0717
- Phone Number: 4127876810
- Tax:
- Bid Amount: 3127,000.00
- Alternate Bid Amount:
- Notes: For the full 6 month contract

Agency Required Documents:

- Service Doc agency2.0(Electronic/Online)

Supplemental Documents:

- References(Electronic/Online)

After clicking "Submit Response" the following process will begin:

1. We will verify that your response is complete as entered.
2. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
3. You will receive a confirmation e-mail indicating a successful response submittal.
4. You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (204) 940-0005.

At the bottom, there are two buttons: "Previous" and "Submit Response". A red arrow points to the "Submit Response" button.

Searching for Bids

We recommend using the following steps to create a broad search in DemandStar. This will allow you to “see” how our government partners classify and name the types of projects you are most interested in.

After doing a few broad searches, you may want to try using the additional filters beyond these mentioned below:

Included in the instructions are how to search for bids published by a specific agency.

1. Log In
2. Once your logged in and on your Dashboard Homepage - Click on “Bids” at the top of the screen

The screenshot displays the DemandStar dashboard interface. At the top, there is a navigation bar with the DemandStar logo and several menu items: Dashboard, Bids, Quotes, Activities, Messages, and Responses. Below this, a sidebar on the left contains sections for 'My Bids' (Active: 160, Awarded: 252, Cancelled: 38) and 'My Quotes' (Open: 3, Awarded: 9, Closed: 9, Cancelled: 8). The main content area features a header for 'Calgon Carbon Corporation' and several metric cards: 'My Bid Notifications' (16), 'My Quote Notifications' (3), 'Bids I Am Watching' (3), and 'Responded Bids' (3). Below these, a 'DemandStar Network' section shows 'New Governments This Year' (97) and 'No New Governments Near Me'. On the right side, there is a 'Notifications (1)' section with an 'Account' alert stating 'Your account will be renewed soon' and a 'My Commodity Codes (11)' section listing various codes and their descriptions.

Category	Count
My Bid Notifications	16
My Quote Notifications	3
Bids I Am Watching	3
Responded Bids	3
New Governments This Year	97
No New Governments Near Me	0

- On the left side of the screen use the filter “Show bids” and select “All bids in the system” from the drop-down options

The screenshot shows the DEMANDSTAR Bids Search interface. On the left sidebar, the 'Show bids...' dropdown is expanded, and 'All bids in the system' is selected. The main content area displays a list of bids with columns for Vendor Database Update, RFSQ 20-02 20-INCH FORCE MAIN RIVER CROSSING DESIGN Final, TS8IDVINO24JAN03, TESTEBID322, and TESTBID. Each bid entry includes details like location, broadcast date, due date, planholders, and watchers.

- On the left side of the screen use the filter “Bid Name” to enter in a keyword and click “Search”

The screenshot shows the DEMANDSTAR Bids Search interface with the 'Bid Name' filter applied. The search term 'technology' is entered in the 'Bid Name' field, and the 'Search' button is highlighted. The results list includes bids such as Vendor Database Update, RFSQ 20-02 20-INCH FORCE MAIN RIVER CROSSING DESIGN Final, TS8IDVINO24JAN03, TESTEBID322, TESTBID, TS8IDVINO3FEB01, and BidTest007.

5. Review your results

DEMANDSTAR Dashboard **Bids** Quotes Coming Soon! Activities Coming Soon! Messages Responses

Home > Bids Search

Bids

Sort By: Due Date

Bid Name	ID	Broadcast	Due	Planholders	Watchers
Maintenance, Repair and Equipment of Huber Technology and Kubota Membranes Town of Davis, Davis, FL	ID: NTSS-NTSS-2020-21-0-2020/EL	Broadcast: 12/17/2019	Due: 12/26/2019	Planholders: 1	Watchers: 0
Gravity Sanitary Sewer Lateral Lining Technology Selection City of Sarasota - Purchasing Division, Sarasota, FL	ID: RFI-20-09CH-0-2020/CM	Broadcast: 10/21/2019	Due: 11/6/2019	Planholders: 11	Watchers: 0
Reduced Bleed Technology System Installation Clark County School District - Purchasing/Refinishing Department, Las Vegas, NV	ID: FQ-SC1807427CHP-0-2019/CW	Broadcast: 4/11/2019	Due: 4/15/2019	Planholders: 2	Watchers: 0
PROJECTS 4-5-6-8-9-14&15 / PUMP STATION IMPROVEMENTS / REFURBISHMENT / SCADA TECHNOLOGY / VALVE REPLAC... City of Florida City, Florida City, FL	ID: ITB-ITB-2018-004-0-2018/SW	Broadcast: 6/29/2018	Due: 6/7/2018	Planholders: 14	Watchers: 0

Or search by specific government “Agency” instead of “Bid Name”

After step 3 instead of using the “Bid Name” Filter use the “Agency” Filter to type the name of the government you are looking for then click “Search”

DEMANDSTAR Dashboard **Bids** Quotes Coming Soon! Activities Coming Soon! Messages Responses

Home > Bids Search

Bids

Sort By: Broadcast Date

Bid Name	ID	Broadcast	Due	Planholders	Watchers
Food and Supply Provider for Ironwood Concessions City of Gainesville - Procurement Division, Gainesville, FL	ID: ITB-RECI-200019-DM-0-2020/DM	Broadcast: 2/24/2020	Due: 3/24/2020	Planholders: 5	Watchers: 1
Forum to seek ideas to develop affordable housing on city owned lots City of Gainesville - Procurement Division, Gainesville, FL	ID: NTCE-0-0-2020/MT	Broadcast: 2/19/2020	Due: 2/24/2020	Planholders: 4	Watchers: 0
ITN for Old Fire Station #1, 427 S Main St. Gainesville, FL 32601, Rental & Adaptive Reuse Opportunity City of Gainesville - Procurement Division, Gainesville, FL	ID: ITN-CMGR-200006-DH-0-2020/DH	Broadcast: 2/12/2020	Due: 3/12/2020	Planholders: 8	Watchers: 0
Installation of Reinforced PVC Swimming Pool Membrane at Andrew R. Mickie Pool City of Gainesville - Procurement Division, Gainesville, FL	ID: RFP-PRCA-200021-DM-0-2020/DM	Broadcast: 2/12/2020	Due: 3/19/2020	Planholders: 14	Watchers: 0
Gainesville Fire Rescue Ballistic Protection Equipment City of Gainesville - Procurement Division, Gainesville, FL	ID: RFP-GFDX-200023-DH-0-2020/DH	Broadcast: 2/11/2020	Due: 3/10/2020	Planholders: 11	Watchers: 1
Crill Hintermister's Residential Rehabilitation Re-bid City of Gainesville - Procurement Division, Gainesville, FL	ID: ITB-2020-015-1-2020/MT	Broadcast: 2/4/2020	Due: 2/20/2020	Planholders: 6	Watchers: 0

Appendix F: Sample Contract

CSPDC reserves the right to negotiate and modify the contract terms at the negotiation stage of the procurement. This Sample Contract below is being provided as an example of the form of contract that has been previously used by CSPDC.

Agreement for BRITE Transit Services

This Agreement for BRITE Transit Services (the “Agreement”), dated Month __, 2025, is made by and between the Central Shenandoah Planning District Commission (the “CSPDC”) a Virginia planning district commission and _____ (the “Contractor”), a Virginia corporation. The CSPDC and the Contractor may also be referred to below as a party or, collectively, the parties.

Whereas, pursuant to a resolution dated February 3, 2013, the CSPDC has been designated to receive certain federal and state transit funds (the “Transit Funding”) and to serve as the administrator of the Transit Funding and manage the Transit Service for the Staunton, Augusta County, and Waynesboro area.

Whereas, the CSPDC issued a request for proposals for transit services on September 8, 2025, with amendments on _____, 2025, (collectively, the “Request for Proposals”), attached hereto as **Exhibit A**;

Whereas, Contractor submitted a proposal on _____, 2025, with an amendment on _____, 2025 (collectively, “the Proposal”) in response to the Request for Proposals, the Proposal being attached hereto as **Exhibit B**;

Whereas, CSPDC is eligible to continue to receive the Transit Funding and desires to engage Contractor to perform certain public transportation services as described in the Request for Proposal and the Proposal (the “Services”) beginning on July 1, 2026, and for the term specified in the Request for Proposal; and

Whereas, CSPDC will hold title to a transit facility (the “Facility”) located at 51 Ivy Ridge Road, Fishersville, Virginia 22939, and the parties intend that CSPDC will license a portion of the Facility to Contractor, such License (the “License”) was materially set forth in the Request for Proposals (Exhibit B), and a final, executed version of the License is attached hereto as **Exhibit C**.

Now, therefore, the parties agree as follows:

1. Incorporation and Precedence of Exhibits

- 1.1. *Incorporation of Exhibits A through C.* Exhibit A, Exhibit B, and Exhibit C to this Agreement are incorporated and made a part of this Agreement as if set forth fully herein, including without limitation all of the Federal Transit Administration (“FTA”) Certifications and Required Clauses specified in Section 6 of Exhibit A. Such exhibits are incorporated by reference and description, and

failure to physically attach any exhibit to this Agreement shall be deemed immaterial.

- 1.2. *Order of Precedence.* This Agreement and all exhibits hereto shall be interpreted in such a way that the terms are consistent with one another to the maximum extent possible. In the event of an express conflict, the terms of this Agreement shall take precedence over all exhibits; Exhibit A shall take precedence over Exhibit B; and Exhibit C shall take precedence over Exhibits A and B.

2. Transit Facility License

- 2.1. *Effective Date of License.* CSPDC and Contractor have executed a final version of the License, which is attached hereto and incorporated herein as Exhibit C.

3. Assignability of Agreement and License

- 3.1. *CSPDC's Assignment.* In the event that another entity is the recipient of the Transit Funding or takes title to the Transit Facility, CSPDC may assign its interest in this Agreement, including the License, and obligations hereunder to such entity.
- 3.2. *Contractor's Assignment.* This Agreement may not be assigned in whole or in part by the Contractor without the prior written consent of the CSPDC.
- 3.3. *Subcontracting.* Subject to the limitations stated in the Request for Proposals (see Section 1.9, Subcontracting), Contractor shall have authority to enter into contracts in its own name for services or goods that Contractor desires for the performance of the Services. Contractor shall not represent or indicate that it has any authority to do so except in its own name and for its own liability. Contractor will insert into each such contract the following statement: "All parties hereto agree that this contract is entered into solely for the benefit of the parties and stipulate that there is no third-party beneficiary to this contract." Contractor agrees to comply with all applicable federal law and regulations for any of its procurements related to this Agreement.

4. Independent Contractors

- 4.1. *CSPDC and Contractor to be Independent Contractors.* Nothing in this Agreement shall be construed as creating an agency, partnership, or employment relationship between the parties. Neither party has the authority to make any statements, representations, or commitments of any kind nor to take any action binding on the other except to the extent (if any) provided for in this Agreement.
- 4.2. *Localities Not Obligated Hereunder.* Nothing in this Agreement shall obligate, or be construed to obligate or create any expectation, that any locality maintain or increase its existing local funding for purposes of this Agreement.

5. Representations

- 5.1. *Authority to Enter Into Agreement.* The parties represent and warrant that their respective signatories to this Agreement have authority to enter into this Agreement.

- 5.2. *Contractor's Representations.* Contractor represents that it is in the public transportation business, is in good standing as a Virginia corporation, has reviewed this Agreement and the exhibits hereto, and is able to provide the Services as described in Exhibits A and B.

6. Term, Termination, and Cure

- 6.1. *Term of Agreement and Renewal Options.* The Agreement shall cover the period from July 1, 2026, through June 30, 2030. The Agreement may be renewed at the request of the CSPDC for up to two (2) additional two-year periods.

In the event the CSPDC exercises its option to extend the Agreement for two additional years, the service hour rate during the additional years shall be adjusted based on the percentage increase, for the twelve (12) months ending each preceding December (the "Reference Period"), in the Consumer Price Index for All Urban Consumers ("CPI-U"), U.S. City Average, all items (1982-1984=100). The adjusted service hour rate shall be calculated by (1) multiplying the service hour rate for the prior Agreement year by the percentage increase in the CPI-U during the Reference Period, (2) rounding the product to the nearest one-hundredth of a dollar, and (3) adding the result to the service hour rate for the prior Agreement year. There shall be no adjustment in the service hour rate if there is either no change or a decrease in the CPI-U during the Reference Period.

The CSPDC will notify the Contractor 6 months in advance of the expiration of the Agreement of CSPDC's intent to renew the Agreement. The Agreement term and all services performed under the Agreement are contingent upon Local, State and Federal funding.

- 6.2. *Termination of Agreement.* The CSPDC may terminate this Agreement in accordance with any of the termination provisions set forth in the Request for Proposal, including without limitation Section 6.31 of the Request for Proposal, by issuing a Notice of Termination to Contractor. Contractor may terminate this Agreement if CSPDC fails to pay Contractor the amount due to Contractor under Contractor's approved invoices, provided however that Contractor shall first provide CSPDC with written notice of any failure to pay Contractor's approved invoices and 30 days within which to cure such nonpayment.
- 6.3. *Cure.* The CSPDC, in its sole discretion, may, in the event of Contractor's breach or default, including but not limited to breach as a result of performance deficiencies in the Services, give the Contractor a written notice (the "Notice of Breach") of such breach or default, detailing the nature of the breach or default, and stating how the breach or default may be cured. The Contractor shall cure such breach or default within thirty (30) days after receipt of the Notice of Breach. In the event that the breach or default is not capable of being cured within such period, the CSPDC may, but is not required to extend the time allowed for cure.
- 6.4. *Re-Procurement.* Contractor acknowledges that CSPDC may decide to competitively procure transit services, and that such procurement may occur during the term of this Agreement, and that such procurement does not constitute a breach of this Agreement.

6.5. *Cooperation with New Provider.* In the event that the CSPDC contracts with a new provider for the Services, Contractor agrees to cooperate with respect to the transition, such cooperation will include but is not limited to allowing access to the transit facility, answering questions, and providing reasonable access to Contractor's non-confidential records.

7. General Obligations of the Parties

7.1. *Contractor Agrees to Provide Services as Specified in the Request for Proposal.* Contractor agrees to provide the Services as detailed in Exhibits A, B, and C including but not limited to all of the requirements detailed in Section 2 of Exhibit A and Exhibit C (the executed License).

7.2. *Contractor Agrees to Comply with Laws, Regulations, and Master Agreements.* Contractor agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to those identified in this Agreement and the Request for Proposal, and to comply with all applicable requirements in the FTA Master Agreement and the Master Agreement for the Use of Commonwealth Transportation Funds, which may be revised from time to time. Contractor indemnifies CSPDC from any and all liabilities, damages, costs, and expenses arising from Contractor's breach of federal, state, and local laws and regulations or the FTA Master Agreement. The provisions of this subsection shall survive the expiration or termination of this Agreement, including any renewal terms.

7.3. *Obligations of the CSPDC.* CSPDC agrees to pay Contractor's approved invoices in the manner set forth in the Request for Proposals and in accordance with the rates set forth in this Agreement, to permit Contractor to use the Facility in accordance with the terms of the License, and to undertake the other obligations set forth in the Request for Proposal, including but not limited to those obligations set forth in Section 2.7 and Exhibit C (the executed License). CSPDC will notify Contractor within 10 working days of any parts of the invoice in dispute and will only withhold payment on those parts of the invoice that are in dispute.

8. Price Term

8.1.1. *Price Term.* Pursuant to the attached Exhibits and subsequent negotiations between the parties, the pricing for this Agreement is set forth as follows:

<u>Total Cost</u>					
(Cost per Service Hour times _____ Service hours)	\$	\$	\$	\$	\$
Cost for Bus Shelter Maintenance (Monthly rate / Per bus shelter)	Contractor will monitor the condition of the bus shelters across the BRITE transit system and will provide bi-weekly cleaning and maintenance as needed at a rate of _____ per shelter / per month. Such rate may be adjusted by agreement of the parties during the renewal terms of this Agreement, if any.				

Fleet Appearance / Base Color:	Contractor can and will provide a fleet and trolley with a base color of choice determined by CSPDC. The additional cost to the CSPDC for a non-white base color is \$____ or \$____ per service hour. The change in color, if specified at the time of contract award, will not add any additional delivery time of the buses or trolley as confirmed by the vendor.
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9. Contractual Disputes

- 9.1. *Dispute and Appeals Process.* Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the CSPDC in accordance with the Section 1.12 of the Request for Proposals, which is incorporated herein. This decision shall be final and conclusive unless within ten days from the date of the decision the Contractor files a written appeal with the CSPDC in accordance with Section 1.12 of the Request for Proposals.
- 9.2. *Performance During Dispute.* Unless otherwise directed by the CSPDC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

10. Transit Data and Confidentiality

- 10.1. *Transit Data to be Sole Property of CSPDC.* All Monthly Operating and Financial Data and National Transit Database Data, as defined in Section 2.13 of the Request for Proposals, shall be the sole property of the CSPDC. Without limitation, ridership data, including data relating to ADA-certified riders, shall also be the sole property of the CSPDC. Vehicle Maintenance Records, Drug and Alcohol Testing Records and Data, and Training Records shall be the property of Contractor, provided, however, that Contractor shall allow CSPDC access to such data in accordance with the requirements stated in the Request for Proposal. Nothing stated herein shall alter Contractor's responsibilities for collection, preservation, and maintenance of data as detailed in the Request for Proposal.
- 10.2. *Confidentiality.* Contractor agrees to comply with all applicable federal and state laws with respect to the collection and maintenance of data, including without limitation any laws which require the privacy or confidentiality of personal information. CSPDC agrees to maintain any data obtained from Contractor as confidential to the extent required by any applicable laws, regulations, ordinances, or rules.

11. Camera Footage and ITS Improvements

- 11.1. *Access to Transit Vehicle Camera Footage.* Contractor agrees to provide CSPDC with access to all images and video collected by transit vehicle cameras.

- 11.2. *Cooperation with Information Technology Systems Improvements.* Contractor agrees to cooperate with CSPDC in the implementation of information technology systems improvements and, if required, installation of hardware on transit vehicles. Such cooperation shall be at no cost to CSPDC provided, however, that Contractor shall not be required to pay for the cost of information technology systems beyond those specified in Exhibits A and B.

12. Assignment of Personnel

- 12.1. *Continued Assignment of Key Personnel.* Contractor's key personnel (manager or equivalent) who will be assigned to perform work pursuant to this Agreement will continue to be assigned to perform work pursuant to this Agreement for the duration of this Agreement, including any renewal terms, so long as they continue to be employed by the Contractor, unless removed with the consent of the CSPDC.

13. Insurance

- 13.1. *Obligation to Secure and Maintain Insurance.* During the term of this Agreement and for a minimum of three years thereafter, Contractor agrees to secure and maintain, at its own expense, insurance policies which meet or exceed the coverages and amounts specified in Exhibits A and B (if Exhibits A and B contain different coverages and amounts, the greater coverage and higher amount shall control). The provisions of this subsection shall survive the expiration or termination of this Agreement, including any renewal terms.

14. Required Contract Provisions - Virginia Public Procurement Act

- 14.1. *Incorporation by Reference.* All provisions of the Virginia Public Procurement Act (Va. Code §§ 2.2-4300 *et seq.*) and successor provisions, as required to be included in this Agreement as part of Contractor's obligations, are incorporated by reference.
- 14.2. *Employment Discrimination Prohibited.* During the performance of this contract, the Contractor agrees as follows:
- 14.2.1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 14.2.2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 14.2.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 14.2.4. The Contractor will include the provisions of the foregoing paragraphs 14.2.1, 14.2.2, and 15.2.3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 14.3. The Contractor represents that it does not and agrees that it will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 14.4. The Contractor represents that it is and agrees that it will remain authorized to transact business in the Commonwealth of Virginia. The Contractor's identification number issued to it by the State Corporation Commission is _____.
- 14.5. During the performance of this contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. "Drug-free workplace" means all sites, including without limitation the transit facility and transit vehicles, where work is performed in connection with this Agreement.
- 14.6. Contractor agrees that within seven days after receipt of payments from CSPDC for work performed by any subcontractor under this Agreement, Contractor will: (a) Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or (b) Notify the agency and subcontractor, in writing, of Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- 14.7. Contractor agrees to provide its federal employer identification number ("EIN") to CSPDC. Contractor's EIN is _____.
- 14.8. Contractor agrees to pay interest at a rate of one percent per month to any subcontractor on amounts owed by Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the CSPDC for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in Paragraph 15.6 of this Agreement.
- 14.8.1. Contractor agrees to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- 14.8.2. Contractor's obligation to pay an interest charge to a subcontractor pursuant to this Agreement shall not be construed to be an obligation of the CSPDC. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

15. Miscellaneous

- 15.1. This Agreement shall be binding upon the parties and their respective successors and permitted assigns. This Agreement contains the final agreement between the parties, and the parties shall not be bound by any terms, conditions, oral statements, warranties or representations not contained or incorporated in this Agreement or in a subsequently authorized and executed written instrument. This Agreement shall not be modified, except by a written instrument signed by the authorized representatives of the parties hereto.
- 15.2. The waiver or approval by either party of or under any term or condition of this Agreement at any time shall not be deemed a waiver or approval unless provided in writing by an authorized representative of the waiving or approving party. No waiver or approval given shall be deemed to apply to such term or condition as to any other matter or aspect or for any subsequently required waiver or approval. A waiver of any failure to perform under this Agreement shall neither be construed as nor constitute a waiver of any subsequent failure.
- 15.3. The Contractor shall, indemnify, defend, and hold harmless the CSPDC from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "CSPDC" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the CSPDC or to reimburse the CSPDC for its attorneys' fees and costs related to the claim. The duty to indemnify set forth herein shall include all liability incurred whether or not such liability is incurred during the term of the Contract. The CSPDC is prohibited by law from indemnifying Contractor and/or any other third parties.
- 15.4. In addition to the indemnification in Paragraph 15.3, the Contractor shall, to the extent permitted by law, indemnify and hold harmless CSPDC, as well as any of its agents, officials, and employees, from all claims, demands, actions, liabilities, losses, suits, judgments, costs, and expenses, which may directly or indirectly arise from, or be incurred as a result of the Contractor's acts or omissions, including acts or omissions of its employees, servants, and agents. CSPDC agrees to provide Contractor with prompt notice of any suits or claims instituted.
- 15.5. This Agreement shall be construed under the laws of the Commonwealth of Virginia, without reference to choice of law rules or principles, and any dispute related hereto shall be filed, maintained and heard exclusively in the state courts for the County of Augusta, Virginia.
- 15.6. Nothing in this Agreement shall constitute or be construed or interpreted to waive or modify any immunity of any of the parties to this Agreement.
- 15.7. Captions used in this Agreement are solely for convenience and are not to be used for applying, construing or interpreting this Agreement.
- 15.8. Nothing in this Agreement shall create or be recognized to create and shall not be construed or

interpreted to create any third-party beneficiary.

15.9. No rule of construction about the drafter of this Agreement shall be used to construe or interpret any provision of aspect of this Agreement, because it is stipulated that each party has had an equal opportunity to draft this Agreement, with the benefit of independent legal counsel of choice.

15.10. All notices given hereunder shall be in writing and shall be effective upon delivery except that notice sent by mail shall be deemed given and effective five (5) business days after being deposited in the United States mail, postage prepaid, first class, registered or certified, return receipt requested. All notices to be sent hereunder shall be delivered at the addresses designated below:

If to Contractor:

If to the CSPDC: Attention: Ann Cundy, Executive Director
Central Shenandoah Planning District Commission
112 MacTanly Place
Staunton, VA 24401

With copies to Donnie Kern, Finance Director and Paula Melester, Director of Transportation, at the address listed above.

15.11. The parties shall each designate one or more representatives, each of whom shall be authorized by such party to make decisions on its behalf in regard to matters relating to this Agreement and the performance of the Services. The representatives initially shall be:

For Contractor:

For CSPDC: Ann Cundy, Executive Director

In witness hereof, the parties have executed this Agreement, intending to be bound hereby.

Central Shenandoah Planning District Commission

By:

Ann Cundy, Executive Director

Date

Contractor

By:

Date