

## Request for Proposals

### Center for Pan Asian Community Services Microtransit Program

April 22, 2021



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### Center for Pan Asian Community Services Microtransit Program

*Community Engagement, Scheduling, On-Demand Technology and Transactional Data Specification*

## Project Introduction

### a. Purpose & Goal of RFP

The Center for Pan Asian Community Services (CPACS) is requesting proposals from qualified firms to improve the user experience and operational efficiency of its transit service. CPACS aims to accomplish this through the procurement of a trip scheduling platform and on-demand technology. CPACS currently operates a fleet of 12 vehicles transporting older adults, persons with disabilities, the immigrant and refugee populations and others in Clarkston, GA.

This project offers a unique opportunity to organize and implement a community-led mobility-on-demand system in a lower-income, ethnically diverse suburb. Social equity and accessibility are central to this project, operationalized by an inclusive planning process that engages older adults and persons with disabilities, many of whom are recent immigrants, with limited English proficiency, and lower income. With this in mind, this RFP will offer the guidelines that are most important to this project while sharing the background and current processes that CPACS uses today. This RFP seeks responses from technology vendors that offer product specifics and solutions that fit the needs of CPACS.

The project team comprises the following entities and roles:

- **Atlanta Regional Commission (ARC)** - Project lead with a focus on convening, procurement, and regional replicability
- **Center for Pan Asian Community Services (CPACS)** - Social services nonprofit organization that plans to improve its transportation services through the community lead implementation of the demand-response transit and transactional data specification

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- **Gwinnett County Transit (GCT)** - Gwinnett County transit provider that neighbors Clarkston and will be involved in the transactional data exchange
- **Shared-Use Mobility Center (SUMC)** - Lead consultant providing technical guidance on planning and implementation

#### **b. Overview of Vendor Services Sought**

CPACS seeks a technology vendor to implement and administer demand response technology services and associated hardware supporting a fleet of 12 vehicles, three of which are wheelchair accessible. The vendor must provide a scheduling and technology platform to support CPACS transit operations, including a customer-facing app, driver app, and scheduling/dispatch functions providing on-demand and advance reservations, fixed-route capability, trip pooling, fare collection including cash and app-based payment, back-end integration with the CPACS-operated call center, the ability to integrate with other transit programs and operators in the region, ability to create customer profiles based on travel needs, and provide training to CPACS staff and drivers. The technology solution must comply with NTD reporting requirements (vehicle revenue miles/hours, unlinked passenger trips, etc.). CPACS will provide drivers and vehicles. Necessary equipment (e.g. additional computer hardware, in-vehicle tablets/cell units, GPS units, etc. required by dispatchers and drivers) are within the scope of services to be provided by the vendor. Lastly, the vendor must make data available in a format that adheres to the Transactional Data Specification for Demand-Responsive Transit (TDS) laid out in [TCRP Report 210](#) to coordinate trips and communications between CPACS and GCT.

The prospective vendor must provide an overview of its technology platform and how it addresses the services sought. There are no expectations that historical trip data will be imported into the new technology platform. Additional information about Clarkston, the technology solutions sought, and the procurement requirements are detailed below.

#### **c. Project Start Date and Contract Duration**

CPACS will work with the selected vendor to identify a realistic timeframe to launch the service, with late Summer/early Fall 2021 the target launch. The on-demand technology solutions should be scoped for two years of service.

#### **d. Project Budget**

Maximum of \$100,000 to plan and implement scheduling software and on-demand technology to cover two-years of service and associated work. Cost will be a consideration in the selection criteria.

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#### e. **RFP Informational Webinar & Questions**

CPACS has planned an informational webinar and will offer an opportunity to submit questions about the RFP. The informational webinar is scheduled for April 30, 2021 from 10:00 to 11:00 CST. Register for the webinar using this [link](#).

Interested vendors can also submit questions about the RFP. Questions will be posted and answered in this [document](#). The deadline for submitting questions is May 5, 2021. Email questions to Frank Lee and Joseph Yawn (see emails below) and title email: "CPACS RFP Questions"

#### f. **Proposal Submission**

Proposals are due May 19, 2021.

Email completed proposals to Frank Lee and Joseph Yawn.

Title email subject line: "CPACS Microtransit Technology Proposal"

Frank Lee  
Director of Transportation Programs  
Center for Pan Asian Community Services, Inc.  
[frank.lee@cpacs.org](mailto:frank.lee@cpacs.org)

Joseph Yawn  
Transportation Technology Administrator  
Mobility Services Group  
Atlanta Regional Commission  
regional impact + local relevance  
[JYawn@atlantaregional.org](mailto:JYawn@atlantaregional.org)

#### g. **Schedule**

Following are key dates for the RFP process and the target project launch date.

| <i>RFP Timelines</i>      |                    |
|---------------------------|--------------------|
| RFP Release Date          | April 22, 2021     |
| RFP Informational Webinar | April 30, 2021     |
| Q&A Period                | Closes May 5, 2021 |

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|   |   |
|---|---|
| Proposal Due Date                               | May 19, 2021  |
| Qualified Vendor Interviews                     | Occur between May 26 - May 28, 2021   |
| Notifications & Vendor Selection                | Issued by June 4, 2021  |
| Target Scheduling Platform & On-Demand Launch   | Will work with the selected vendor to set a realistic timeframe. Target launch Summer/Fall 2021 |
| Transactional Data Specification Implementation | Fall 2021   |

## Project Background

### a. Clarkston, GA

This project offers the opportunity to support the creation of an integrated, on-demand transportation system for residents of Clarkston, GA. Clarkston is located just northeast of Atlanta in DeKalb County. There are just over 12,000 people living in Clarkston with around five percent age 65 and older and six percent persons with disabilities under the age of 65. Clarkston has a median income of \$38,283 and its poverty rate is over 33 percent. Clarkston is an ethnically diverse community composed of 60 percent African-American and 29 percent Asian residents, with 53 percent of residents being foreign born.

### b. Center for Pan Asian Community Services

The [Center for Pan Asian Community Services \(CPACS\)](#) is a nonprofit organization in Atlanta, GA that promotes self-sufficiency and equity for immigrants, refugees, and the underprivileged through health and social services, capacity building and advocacy. Their core services include advocacy, community education, health, housing, legal and immigration, senior services, social services, transportation, translation and interpretation, research, youth services, and counseling. CPACS' transportation services have typically included [CPACS-Express](#) and [CPACS-Mobility](#), which both offer a fixed route service and individual demand-response transportation for "quality of life" trips to connect riders to social services and basic needs such as the hospital, government offices, shopping centers, etc., in addition to job access and reverse commute transportation services for groups of employees. CPACS riders typically consist of refugees, immigrants, limited English proficient individuals, older adults and individuals with

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disabilities. Due to its diverse constituents, it delivers its services in 17+ languages, including Nepali, Burmese, Hindi, Chinese, Korean, French, Swahili, and Kinyaranda.

#### c. **CPACS Transportation Operations**

Fleet:

- CPACS has a total of 12 vehicles across its Express and Mobility services, including five buses, two cars, four vans, and one SUV. Three of the buses are wheelchair accessible. Beyond the current fleet of vehicles, and using the Pricing Worksheets in Appendix B, include costs for up to 15 vehicles to account for CPACS planned expansion and fleet reserve.

Routes & Services:

- CPACS transportation services provided close to 38,000 trips with over 15,000 Revenue Hours in 2019. Before COVID-19, there was typically one CPACS bus operating at any given time in Clarkston, GA.
- Key destinations include the non-emergency medical trips to the hospital or doctor's offices, pharmacy, shopping centers such as the grocery store or a flea market, CPACS offices, government offices, social services agencies, or employment related appointments (interviews, orientation, job training).
- Before the pandemic, hours of operation for CPACS Express were Monday through Thursday from 8:00am - 1:05pm and the CPACS Mobility Bus ran from Monday through Friday from 9am to 4pm and on weekends by reservation only.
- In accordance with the Americans With Disabilities Act of 1990 (ADA) CPACS offers complementary paratransit service to individuals with disabilities who cannot board, ride or get to an accessible fixed route bus or rail station because of their disabilities. Service is typically curb-to-curb, though door-to-door service is available if requested at the time of reservation.

Scheduling, Dispatching & Fares:

- To schedule demand-response trips, riders fill out a [CPACS Transportation Request Form](#) and email it into [transportation@cpacs.org](mailto:transportation@cpacs.org) or they may call CPACS' Transportation department at 770-936-0969, at least 24 hours and up to seven days in advance.
- They currently use Ride Scheduler for their scheduling and dispatching software. Trips are scheduled to include a 30 minute "Ready Window" whereby customers should be ready to depart at their assigned "Ready Time".
- To cancel a trip, customers call CPACS Transportation no later than 4:00pm the day before the scheduled travel date or at least two hours before the scheduled ready time. Any no-show or cancellation infraction will constitute a warning via letter or e-mail and when a customer accumulates three no-show or cancellation infractions with a calendar year, the customer will be suspended from transportation services for the remaining fiscal year.

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- The CPACS Express bus costs \$2 for a one-way trip or \$4 for a round trip though there are many users and trips that are offered free of charge.

### Unique Project Priorities

While we would like to find innovative off the shelf technology solutions with the procured vendor on the operational specifics related to the on-demand technology, there are three priorities that, due to the community this project serves and the grant this project is responding to (grant issued by the Community Transportation Association of America), are unique to this project. The details listed below are priorities and as such, CPACS recognizes that there is flexibility in the way that each aspect can be implemented. The prospective vendor must respond to each priority and each priority has the capacity to take precedence over other functionalities depending on vendor responses. The unique priorities for this project are:

- Community Engagement, Education & Outreach
- Transactional Data Specification
- Multi-Language Support

Prospective vendors should outline their approach for each of these categories.

#### a. **Community Engagement, Education and Outreach**

This project includes a strong community engagement component in which the selected vendor is expected to participate. The community engagement is led by CPACS and is focused on inclusion, in part through a leadership group made up of persons with disabilities and older adults with limited English proficiency. The leadership group will play a role in selecting the technology vendor and helping provide feedback on the technology solutions needed and the usability of the app and web-based interface. The selected vendor's participation should allow for at least three meetings with the leadership group; 1) presenting the technology solutions, 2) demonstration on how the user app will work to riders, and 3) responding to the leadership group's feedback by offering backend and user interface suggested changes. To limit budget impacts, leadership group feedback will be reviewed by CPACS in coordination with the selected technology vendor and prioritized based on need and cost. CPACS has internal staff that can facilitate any translations required during the community engagement component such as the presentation and demonstration.

In addition to the leadership group, CPACS would like the technology vendor to provide training to CPACS staff and drivers on how to use the driver app and scheduling software. CPACS would also like the selected vendor to supply CPACS with the necessary information and supporting graphics so that CPACS can produce educational and marketing materials, such as posters and how-to-guides. CPACS will prepare these materials in English and then translate them in the languages spoken in Clarkston. The

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technology vendor should be available for clarifying questions while CPACS prepares and translates these materials.

#### **b. Transactional Data Specification**

A key part of this project is to implement and test an innovative, small-scale pilot Transactional Data Specification (TDS) whereby trip data are shared between CPACS and GCT to improve transfers. The TDS will be used to share trip requests and user information to help facilitate sharing trips between the two providers, particularly when either one of the providers cannot accommodate the trip in the requested time frame.

The TDS trip data format laid out in [TCRP Report 210](#) includes all data elements needed for a provider to successfully schedule and dispatch a trip (e.g., rider name, scheduled pickup/drop-off times and locations, fare to be collected, vehicle type needed, notes, phone number). The data must be made available electronically via an export file (e.g., .xls or .csv format) or through a preferred application programming interface (API). The specification enables integrated trip data sharing among dispatch platforms, including the capacity to share vehicle locations, estimated time of arrivals, and trip performance status (e.g., scheduled, completed, canceled, no show).

For this TDS priority, the vendor must provide the data required, in the correct format noted above and explained in detail in TCRP 210, which can then be translated and shared between CPACS and GCT to conform to their respective scheduling platforms. If the vendor is interested in creating the translation layer at the API level, CPACS is open to that possibility depending on the added cost associated.

GCT is planning to release an RFP to procure technology to support a microtransit program and will include language on the Transactional Data Specification in that RFP to coordinate the shared trips between CPACS and GCT.

#### **c. Multi-Language Support**

Multi-language support available through the app, web-based platform and call center will be important to this project. Multi-language support must include Korean, Burmese, Nepalese, and Chinese. CPACS performs translation services in house so CPACS can assist in translating the content for the app and web-based platform. Additionally, the language translation at the call center will be staffed by CPACS who can perform the translation in real time in the appropriate language for the rider. CPACS also has staffed drivers that speak the preferred languages of their riders. The vendor's responsibility is to provide CPACS with the content that needs to be translated for the app and web-based platform and offer an app and web-based platform that supports multi-language utilization. This multi-language support should be made available for the entire process from trip request, vehicle dispatch, and pick-up on the user facing app. If the vendor's proposed app and web-based platform cannot support multi-language support or if in doing so is beyond the budget for this project as outlined above - CPACS would be willing to learn

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what alternative solutions could be implemented now and what it would take to include language translation on the app and website in the future.

#### Conclusion

Beyond the project priorities, and as summarized in the **Overview of Vendor Services Sought** section, CPACS is open to learning from technology vendors what technology solutions could help them better serve the Clarkson community within this project's budget and scope. Clarkston is a lower-income multi-ethnic diverse community that CPACS serves on a daily basis for both its social service and mobility needs. This project holds the promise of being one that other communities across the country can learn from and benefit as they look to updating their technology platform and implementing demand-response services. The strong community engagement component, coupled with the opportunity to showcase language translation services, and test out the Transactional Data Specification, could lay the groundwork for other cities across the country.

#### Proposal Scoring Criteria

Emphasis for consideration will be placed on the related experience of the vendor, how well the vendor demonstrates an understanding of the unique priorities and the accompanied challenges required to successfully implement the new microtransit program, the solutions offered to overcome the challenges, the cost, and proposal format compliance.

This RFP is issued in accordance with the CPACS procurement procedures (See Appendix C) and the selected vendor must also comply with the federal grant requirements. Therefore, both qualitative factors and price are to be considered, though price is one of the selection criteria and not the final determinant. An RFP committee will be assigned to review, evaluate, and rank all proposals utilizing an evaluation scoring system.

The scoring criteria include:

1. Quality and applicability of experience, references, and qualifications (20 points)
2. Ability to meet Project Needs (a new scheduling system and MOD operations) (25 points)
3. Ability to meet Unique Project Priorities (community engagement, TDS, and multi-language support) (25 points)
4. Proposed Costs (20 points)
5. Compliance with proposal format/completeness (10 points)

At the discretion of CPACS, proposals may be short-listed and those on the short-list may be asked to interview and/or provide a demonstration of the technology. The interview/demonstration will be worth up to 25 points, to be added to the proposal scoring to determine the final ranking. CPACS may choose not to interview or request demonstrations at its sole discretion. The project leadership group of older adults will play a role in the selection process.



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#### **Proposal Format**

The proposal should be a maximum of 15 pages not including the appendices.

#### **Experience, References, and Qualifications**

##### **Current/Past Projects and Clients**

The vendor should demonstrate experience providing scheduling software and on-demand technology packages.

##### **Resumes**

Resumes of key staff should be provided.

#### **Ability to Meet Project Needs**

Provide responses to the following questions/statements in the narrative of your proposal:

1. Describe your implementation approach and demand-response service, including customer-facing app, driver app, and scheduling/dispatch functions providing on-demand and advance reservations, fixed-route capability, trip pooling, fare collection including cash and app-based payment, back-end integration with the CPACS-operated call center, the ability to integrate with other transit programs and operators in the region, ability to create customer profiles based on travel needs.
2. Describe what different data reporting options, to facilitate CPACS' NTD reporting requirements, would be made available to CPACS including those that are discussed in this RFP.
3. Discuss the project timeline including key milestone events, such as community engagement, planning, training, launch, TDS implementation, and any other key activities that must be completed.
4. Describe how customizable your technology tools are for scheduling, data reporting, dispatching trips (on-demand and advance booking), app and web interface, particularly in regard to providing translation services as outlined in the RFP.
5. Explain how ongoing training and tech support for the technology package would be handled.
6. Explain how ongoing upgrades, maintenance, and repairs for the technology package would be handled.
7. Provide examples of successful integration and partnerships of other functions and features into the mobile app. (i.e., mobile payment provided by another app).

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#### **Ability to Meet Unique Project Priorities**

Provide details on how the technology solutions will meet the project priorities, Community Engagement, Education & Outreach; Multi-Language Support; Transactional Data Specification.

#### **Proposed Costs**

Cost worksheet templates are provided in Appendix B of this RFP. Implementation costs and services shall cover all costs, including direct and overhead expenses. Travel, per diem, and other miscellaneous costs should be included in this figure. This figure must be broken down as indicated in the format supplied.

#### **Sample Project Worksheets**

For situations where more than one solution is being offered to meet multiple needs, the pricing worksheet should be duplicated for each proposed use or solution.

#### **Proposal format compliance**

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The vendor's degree of compliance with the requirements of the RFP will be a factor in the evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study.

Company proposals will become part of the contract with CPACS should they be selected under the RFP. Proposals should be submitted in the format, including heading descriptions as outlined above. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

Proposers should note the following specifications regarding the Proposal:

- Marketing materials should not be submitted as documentation of the bidder's ability to provide services. Sample marketing materials can be included in the appendix.
- Sections should be tabbed, and pages numbered consecutively for ease of review.
- Responses should be provided and organized according to the seven categories outlined in section **Ability to Meet Project Needs** with an additional section that focuses specifically on the project priorities outlined in section **Ability to Meet Unique Project Priorities**.
- Proposers can also include an introduction and supplemental material that they feel adds value to the products and services provided by CPACS. These value additions must be explained, justified, and priced separately in the proposal if they have additional costs.

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### Appendix A: Project Priorities Summary

Use the following table to summarize how the project priorities will be addressed. If any of the priorities cannot be met as stated, please indicate as such and provide an alternative solution and cost.

#### Project Priorities Summary

|   | Included in Proposal (yes/no/Partial) | Proposed Alternative Solutions if No or Partial Indicated | Additional Costs (if any) | Other comments |
|---|---------------------------------------|---|---------------------------|----------------|
| Community Engagement, Education, and Outreach |                                       |   |                           |                |
| Transactional Data Specification              |                                       |   |                           |                |
| Language Translation                          |                                       |   |                           |                |

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### Appendix B: On-Demand Transportation Solution Pricing Proposal Sheets

#### IDENTIFICATION OF OFFEROR AND SIGNATURE OF AUTHORIZED AGENT

|   |  |  |  |
|---|--|--|--|
| Company Name<br>(Printed)   |  |  |  |
| SAM Certification   |  |  |  |
| DUNS #  |  |  |  |
| E-Verify Number   | <i>This information can be collected after the vendor is selected but it must be included in the contract before it is executed.</i> |  |  |
| Address   |  |  |  |
| City, State, Zip  |  |  |  |
| Phone, Fax, Email   |  |  |  |
| The undersigned agrees, if this offer is accepted within the period specified, to furnish any or all supplies and/or services specified in the Pricing Proposal Form at the prices offered therein. |  |  |  |
| Authorized Agent Name and Title<br>(Printed)  |  |  |  |
| Signature and Date  |  |  |  |

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#### Pricing Worksheet Year 1

PRICING: Licensing and One Time Costs (Implementation Services, Community Engagement Activities & Training Pricing for each line includes all services required to provide a full functioning Transit OnDemand Solution based on the requirements outlined in the RFP).

| Item | Description                               | Estimated Quantity | Unit Price | Unit of Measure | Estimated Price Per Year/Lump Sum Totals |
|------|---|--------------------|------------|-----------------|--|
| 1    | Hosting/Software Licensing by Vehicle     | 1 to 5 Vehicles    |            |                 |  |
| 2    | Hosting/Software Licensing by Vehicle     | 6 to 10 Vehicles   |            |                 |  |
| 3    | Hosting/Software Licensing by Vehicle     | 11 to 15 vehicles  |            |                 |  |
| 4    | One-Time Implementation Services (if any) |                    | Lump Sum   |                 |  |
| 5    | Training                                  |                    | Lump Sum   |                 |  |
| 6    | Community Engagement Activities           |                    | Lump Sum   |                 |  |
| 7    | Transactional Data Specification          |                    | Lump Sum   |                 |  |
| 8    | Language Translation                      |                    | Lump Sum   |                 |  |
| 9    | Not-to-Exceed Total (1-8 Inclusive)       |                    |            |                 |  |

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#### Pricing Worksheet Year 2

PRICING: Licensing and One Time Costs (Implementation Services, Community Engagement Activities & Training Pricing for each line includes all services required to provide a full functioning Transit OnDemand Solution based on the requirements outlined in the RFP.

| Item | Description                           | Estimated Quantity | Unit Price | Unit of Measure | Estimated Price Per Year/Lump Sum Totals |
|------|---------------------------------------|--------------------|------------|-----------------|--|
| 1    | Hosting/Software Licensing by Vehicle | 1 to 5 Vehicles    |            |                 |  |
| 2    | Hosting/Software Licensing by Vehicle | 6 to 10 Vehicles   |            |                 |  |
| 3    | Hosting/Software Licensing by Vehicle | 11 to 15 Vehicles  |            |                 |  |
| 4    | Training                              |                    | Lump Sum   |                 |  |
| 5    | Community Engagement Activities       |                    | Lump Sum   |                 |  |
| 6    | Transactional Data Specification      |                    | Lump Sum   |                 |  |
| 7    | Language Translation                  |                    | Lump Sum   |                 |  |
| 8    | Not-to-Exceed Total (1-7 Inclusive)   |                    |            |                 |  |

Price is fixed and should be fully burdened to include all necessary elements such as but not limited to labor, materials, travel expenses, overhead and fee/profit needed to perform all of the services described under this solicitation.

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#### **Appendix C: Compliance and CPACS Procurement Policies**

##### **PURCHASING, PAYABLES, PURCHASING, PAYABLES, AND DISBURSEMENTS**

##### **Vendor Selection, Ordering, Receiving and Federal Funding Requirements**

###### **Purpose**

The goal of this policy and procedure is to have a transparent and cost effective procurement process that will serve the needs of those within CPACS making requests as well ensure financial responsibility and accountability within the organization. In addition, it is to ensure that only those goods and services that are actually required by the company to do business are purchased, and ensure the proper accounting of such purchases.

###### **Policy**

Vendors used by the company will be selected based on the quality and quantity of goods and services offered, and the cost of such goods and services. The company will be responsible for payment of all and only those purchases made in conformity with the following procedures. Purchases made by employees not in conformity with such procedures are solely the responsibility of the individual employee and the employee alone will be responsible for payment.

A Purchase Order Log will be maintained by an employee authorized by the Financial Management. A purchase order is to be completed for every authorized purchase requiring payment. Purchase orders are to be uniquely numbered and will be completed in advance of the order placement. Only those goods and services actually ordered by the company, as evidenced by a valid purchase order, will be accepted. The purchase order number will be specified to the vendor when an order is placed, and the vendor will be requested to record the purchase order number on the invoice.

###### **Procurement Procedures**

CPACS is committed to ensuring that goods and services are purchased in an effective and efficient manner that provides, to the maximum extent practicable, open and free competition, and in compliance with the provisions of applicable federal statutes and executive orders. These procedures are established to accomplish this objective.

###### **Code of Conduct**

- No Board member, officer, employee or agent will participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved.

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- "Conflict" is defined as a situation under which the Board member, officer, employee or agent, any member of his or her family or his or her business partner, or any organization which employs or is about to employ any of these parties, has a financial or other interest in the person or firm selected for an award.
- No Board member, officer employee, or agent will solicit or accept gratuities, favors or anything of monetary value from contractors, or parties to sub-agreements.
- Contractors that develop or draft grant applications or contract specification, requirements, statements of work, invitations for bids and/or requests for proposals are excluded from competing for such procurements.

#### **Competitive Bids**

CPACS will make contract awards to the bidder whose bid or offer is responsive to the solicitation and is most advantageous to the clinic in terms of price, quality and other factors, as determined in the sole discretion of CPACS. CPACS will set forth all requirements that the bidder shall fulfill in order for the bid or offer to be evaluated. CPACS reserves the right to reject any and all bids or offers when it is in the health center's best interest to do so.

#### **Procurement Procedures**

- CPACS will avoid practices that may restrict or eliminate competition.
- Contract solicitations will clearly express requirements and avoid "steering" contracts to a particular contractor.
- Contract solicitations will contain an option permitting the health center, in its sole discretion, to reject all bids if it is in the health center's best interests to do so.
- CPACS will not purchase unnecessary items.
- Where appropriate, CPACS will perform an analysis of lease and purchase alternatives to determine the most economical and practical procurement.
- Any expenditure in excess of \$10,000 for the single accrued purchase of goods or services should have bids from three (3) suppliers if possible. These bids will be reviewed by the CFO and CEO with one or more senior management and the bid award must be specifically approved in advance by the CEO/President.
- Solicitations for goods and services will include a clear and accurate description of the technical requirements for the procurement; requirements which the bidder must fulfill and all other evaluation factors; a description of technical requirements in terms of performance required; and specific features of "brand name or equal" descriptions.
- CPACS will use positive efforts to utilize small businesses, minority-owned firms and women's business enterprises.



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- CPACS will only contract with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. CPACS will consider factors such as integrity, past performance, financial and technical resources and accessibility to such resources.
- CPACS will, upon request, make available to DHSS, pre-award review and procurement documents.

#### Procurement Records and Files

- CPACS will establish and maintain procurement records and files. CPACS will document in the procurement files some form of cost or price analysis made in connection with every procurement action.
- For any contracted service (other than equipment-specific technical support), CPACS procurement file will include:
  - o Basis for selection of the contractor,
  - o Justification for lack of competition when competitive bids or prices are not obtained , and
  - o Basis for award cost or price.
- Enter the following information for every purchase order:
  - o Name and address of vendor (address unnecessary for repeat purchases) and date
  - o Quantity and description of items or services
  - o Price and total cost authorized to be paid, including shipping and other charges
  - o Account number, department, and, if applicable, project code
  - o Purchases must be categorized as being either budgeted or non-budgeted
  - o Signature of person making order
  - o Signature of person authorized in accordance with the criteria that follows.

#### Contract Administration

- Contracts for service will include:
  - o Scope of Work
  - o Payment Provisions
  - o Record-keeping Requirements
  - o Access to Records Requirements
  - o Reporting Requirements
  - o Confidentiality Issues
  - o Proprietary Information Provisions
  - o Copyright Issues/ Property Ownership
  - o Suspension and Termination Clauses
  - o Indemnification and Insurance Mechanisms
  - o Time of Performance
  - o Governing Law

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o Entire Agreement Clause

CPACS will maintain a system for contract administration that ensures contractor compliance with the terms, conditions and specifications of the contract and adequate and timely follow up of all purchases. The clinic will evaluate and document contractor performance in terms of whether the contractor has met the terms, conditions and specifications of the contract.

#### Oversight and Monitoring

- CPACS will require the contractor to develop, maintain and furnish programmatic records and reports which pertain, directly or indirectly, to the services provided by the contractor and which the DHHS may reasonably deem appropriate and necessary for the monitoring and auditing of the contract.
- CPACS will require the contractor to prepare and maintain financial records and reports, supporting documents, statistical records, and all other books, documents ,
- papers or other records pertinent to the contract for a period of three (3) years from the date the contract expires or is terminated or, if an audit, litigation, or other action involving the records is started before the end of the retention period, until the end of the retention period or until the audit, litigation, or other action is completed, whichever is later.
- CPACS will require the contractor make available to the clinic, DHHS, and the Comptroller General of the United States, or any of their duly authorized representatives, upon appropriate notice, such records, reports, books , documents, and papers pertinent to the products and services provided under the contract, as may be necessary for audit, examination , excerpt, transcription , and copy purposes, for as long as such records , reports, books, documents, and papers are retained.

Purchase orders may be completed by various office and staff personnel, however, approvals required must follow the following protocol:

| Purchase Order Type                                      | Approval Required   |
|--|---|
| Any purchase order up to \$250.00 for a budgeted expense | Any one of the following: Office Manager, Program Director, CFO, or Chief Executive Officer |
| Any purchase order over \$250.00 for a budgeted expense  | Office Manager or Program Director and CFO or Chief Executive Officer                       |

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|   |  |
|---|--|
| Any purchase order in any amount when the purchase is non-budgeted  | Office Manager and both the CFO or Chief Executive Officer |
| Any purchase order in any amount when the purchase is a capital expenditure, whether budgeted or non-budgeted | Office Manager and both the CFO or Chief Executive Officer |

Purchase orders that have been properly approved will be organized in the following manner:

| After                                | Before                                   | File                       | Process  |
|--------------------------------------|--|----------------------------|--|
| Purchase order has been approved     | Goods or services have NOT been received | Open P.O. File [Numerical] | File numerically   |
| Goods or services HAVE been received | Invoice HAS NOT been received            | P.O. PENDING INVOICE File  | At the time of delivery, compare packing slip with original purchase order; verify quantities and items. Note any exceptions on the packing slip. Attach packing slip behind P.O. [Note: in the case of a Backorder item, make a copy of the P.O. marking those items as being backordered, and start the process over.] |

|                           |                                 |                            |   |
|---------------------------|---------------------------------|----------------------------|---|
| Invoice HAS been received | Entering into Accounting System | OPEN ACCOUNTS PAYABLE File | Compare invoice with packing slip and P.O. Verify accuracy of invoice. Attach invoice to front of file. |
|---------------------------|---------------------------------|----------------------------|---|

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|                                 |               |  |   |
|---------------------------------|---------------|--|---|
| Entering into Accounting System | Check Writing | UNPAID VOUCHER PAYABLE File            | Items are entered into the accounting system, coded and assigned a due date. SEE SEPARATE PROCEDURE IN AP SECTION |
| Check Writing                   | [N/A]         | PAID VENDOR FILE<br><br>[Alphabetical] | Attach check copy to front of file  |

#### Applicability

This policy applies to all purchases apart from the following exceptions:

1. Rent payments
2. Payroll deduction payments
3. Payroll payments
4. Utility payments (bill must be initialed by the CFO, Office Manager or CEO/President)
5. Petty cash items
6. Other payments not conducive to a purchase system.

#### Federal Funding Requirements

The budget provided for these services is supported by funding that has been sub-allocated by the U.S. Department of Transportation and the Atlanta Regional Commission. Correspondingly, the selected vendor shall perform their services and assure compliance with applicable state and federal clauses, including but not limited to:

1. Financial Reports. In addition to other records required by this contract, the Vendor agrees to provide to CPACS such additional financial reports in such form and frequency as CPACS may require in order to meet CPACS' requirements for reporting to the Concerned Funding Agencies.
2. Review and Coordination. To ensure adequate assessment of the Vendor's Project and proper coordination among interested parties, CPACS shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Vendor may be required to meet with designated representatives of CPACS and the Concerned Funding Agencies from time to time to review the work and services performed. The Vendor shall be given reasonable written notice of such meetings.

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3. Inspections. Authorized representatives of CPACS and the Concerned Funding Agencies may, at all reasonable times, review and inspect the Project activities and data collected pursuant to this Agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Vendor under this Agreement shall be made available to authorized representatives of CPACS and the Concerned Funding Agencies for inspection and review at all reasonable times in the Vendor's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Vendor of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by CPACS.

4. Maintenance of Cost Records. The Vendor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by CPACS, the Concerned Funding Agencies, and if the work and services to be performed under this Agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Vendor shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

5. No Obligation by the Federal Government. CPACS and the Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the 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 CPACS, the Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

5.1.1. The Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6. Compliance with Requirements of the Concerned Funding Agencies. The Vendor shall be bound by the applicable terms and conditions of the Grant Contract between CPACS and the Concerned Funding Agencies which said Grant Contract is on file in the offices of CPACS and is hereby made a part of this Agreement as fully as if the same were attached hereto. CPACS will notify the Vendor in writing of any applicable changes within a reasonable time after CPACS has received appropriate notice of such changes from the Concerned Funding Agencies.

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7. Federal Changes. Vendor shall at all times comply with all applicable U.S. DOT regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the term of this contract. Vendor's failure to so comply shall constitute a material breach of this contract.

8. Rights in Documents, Materials and Data Produced. For purposes of this Agreement, "data" includes, but is not limited to, writings, sound recordings, computer programs, photographs, films, videotapes or other graphic representations and works of a similar nature. CPACS and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Vendor other than as provided in this Agreement. The Vendor acknowledges that matters regarding rights to inventions and materials generated by or arising out of this Agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

9. Assurances. The Vendor hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental Review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," FAR 42.219-8 "Utilization of Small Business Concerns," or other requirements imposed by CPACS or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by CPACS herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. Also, the Vendor gives assurance and certifies with respect to this Agreement that:

9.1. For all Agreements:

9.1.1. It possesses legal authority to apply for this Agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Vendor's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Vendor to act in connection with the application and to provide such additional information as may be required, and, upon CPACS approval of its application, that the person identified as the official representative of the Vendor is authorized to execute an Agreement incorporating the terms of its application.

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9.1.2. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

9.1.3. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000(d)) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Vendor shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Vendor shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Vendor shall not discriminate against any qualified client or recipient of services provided through this Agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Vendor shall cause foregoing provisions to be included in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

The Vendor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as CPACS or the Concerned Funding Agencies may require.

The Vendor agrees to comply with such rules, regulations or guidelines as CPACS or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

9.1.4. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.

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9.1.5. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.

9.1.6. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9.1.7. It will cooperate with CPACS in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et set.) by (a) consulting, through CPACS, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through CPACS, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by CPACS or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.

9.1.8. For Agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through CPACS, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicting that a facility to be used in the project is under consideration for listing by EPA.

9.1.9. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60) and FAR 52.222-26 "Equal Opportunity." The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Vendor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor shall post in conspicuous places available to employees and applicants for employment the notices explaining this clause. The Vendor shall, in all solicitations or advertisements for employees



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placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

It will also comply with FAR 52.222-36 "Equal Opportunity for Workers with Disabilities," wherein the Vendor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Vendor to employ and advance in employment qualified individuals with disabilities.

It will also comply with FAR 52.222-21 "Prohibition of Segregation Facilities," wherein the Vendor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Vendor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

9.1.10. The Vendor agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 U.S.C. § 1324(a) and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Vendor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.

9.1.11. The Vendor 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.

The Vendor further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

The Vendor shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

9.1.12. It will comply with the requirements of Section 508 of the Rehabilitation Act and the ICT Final Standards and Guidelines (508 Refresh) at 36 CFR Part 1194.

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9.1.13. It will comply with FAR 52.203-19 “Prohibition on Requiring Certain Internal Confidentiality Agreements or Statement,” wherein the Vendor shall not require its employees or subcontractors to sign or comply with internal confidentiality Agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General). The Vendor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality Agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect. The Vendor shall include the substance of this clause in subcontracts under such contracts.

9.1.14. It will comply with FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities,” wherein the Vendor is prohibited from providing any covered article that the Government will use on or after October 1, 2018; and using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract. The Vendor shall insert the substance of this clause in all subcontracts, including subcontracts for the acquisition of commercial items.

9.1.15. It will comply with FAR 51.204-25 “Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment,” wherein the Vendor is prohibited from providing to the Government any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. The Vendor shall insert the substance of this clause in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

9.1.16. It will comply with “FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act,” wherein the Vendor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the

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National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR471.2 (d) and (f).

The Vendor shall include the substance of this clause in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

9.1.17. It will comply with FAR 52.222-50 Combating Trafficking in Persons,” wherein the Vendor shall:

9.1.17.1. Notify its employees and agents of-

9.1.17.1.1. The United States Government's policy prohibiting trafficking in persons; and

9.1.17.1.2. The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

9.1.17.2. Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

The Vendor shall include the substance of this clause in all subcontracts and in all contracts with agents.

9.1.18. It will comply with FAR 52.222-55 “Minimum Wages under Executive Order 13658,” wherein the Vendor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015. The Vendor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor’s Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <http://www.wdol.gov> (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage

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Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

The Vendor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Vendor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Vendor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at <http://www.dol.gov/whd/govcontracts>, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Vendor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

The Vendor shall include the substance of this clause, in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.

9.1.19. It will comply with FAR 52.222-62 "Paid Sick Leave under Executive Order 13706," wherein the Vendor shall:

9.1.19.1. Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

9.1.19.2. Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR Part 13;

9.1.19.3. Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

9.1.19.4. Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

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9.1.19.5. Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

9.1.19.6. Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR Part 13, and this clause.

The Vendor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR Part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Vendor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

The Vendor shall insert the substance of this clause in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.

9.1.20. It will comply with FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems wherein the Vendor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

9.1.20.1. Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

9.1.20.2. Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

9.1.20.3. Verify and control/limit connections to and use of external information systems.

9.1.20.4. Control information posted or processed on publicly accessible information systems.

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9.1.20.5. Identify information system users, processes acting on behalf of users or devices.

9.1.20.6. Authenticate (or verify) the identities of those users, processes, or devices as a prerequisite to allowing access to organizational information systems.

9.1.20.7. Sanitize or destroy information system media containing Federal Contract information before disposal or release for reuse.

9.1.20.8. Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

9.1.20.9. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

9.1.20.10. Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

9.1.20.11. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

9.1.20.12. Identify, report, and correct information and information system flaws in a timely manner.

9.1.20.13. Provide protection from malicious code at appropriate locations within organizational information systems.

9.1.20.14. Update malicious code protection when new releases are available.

9.1.20.15. Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

This clause does not relieve the Vendor of any specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

The Vendor shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf-items), in which the subcontractors may have Federal contract information residing in or transiting through its information system.

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9.1.21. It will comply with FAR 52.222.35 Equality Opportunity for Veterans wherein the Vendor shall abide by the requirements of equal opportunity clause 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans and requires affirmative action by the Vendor to employ and advance in employment of qualified protected veterans.

The Vendor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

9.1.22. It will comply with FAR.222-37 Employment Reports on Veterans wherein the Vendor shall report at least annually, as required by the Secretary of Labor, on the following unless the Vendor is a State or local agency:

9.1.22.1. The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans;

9.1.22.2. The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans.

9.1.22.3. The maximum number and minimum number of employees of the Vendor or subcontractor at each hiring location during the period covered in the report.

The Vendor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans Employment Report." The Vendor shall submit the report no later than September 30 of each year. The employment activity report required by paragraphs above of this clause shall reflect total new hires, and maximum and minimum of employees, during the most recent 12-month period preceding the ending date selected for the report. The number of veterans reported must be based on data known to the Vendor when completing the VETS-4212. The Vendor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify, voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

The Vendor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of the subcontract award, unless exempted by the rules, regulations, or orders of the Secretary of Labor.

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9.1.23. It will comply with FAR.224-3 Privacy Training wherein the Vendor shall ensure that initial privacy training, and annual privacy training, thereafter, is completed by the contractor employees who:

9.1.23.1. Have access to a system of records;

9.1.23.2. Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

9.1.23.3. Design, develop, maintain, or operate system of records.

The Vendor shall now allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training.

The substance of this class shall be included in all subcontracts under this contract, when subcontractor employees will:

9.1.23.3.1. Have access to a system of records;

9.1.23.3.2. Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

9.1.23.3.3. Design, develop, maintain, or operate a system or records.

9.1.24. It will comply with FAR.232-40 Providing Accelerated Payments to Small Business Subcontractors wherein the Vendor shall make accelerated payment to its small business subcontractors under this contractor upon receipt of accelerated payments from the Government, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor. The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

Vendor shall include the substance of this clause, including this paragraph, in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.



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9.2. For Agreements involving either full or partial federal financial assistance for construction projects(s):

9.2.1. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.

9.2.2. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). The Vendor will be responsible for conducting inspections to ensure compliance by the Vendor with these specifications.

9.3. For Agreements exceeding \$ 100,000.00 in federal financial assistance: It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857 (h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

#### 10. Certifications.

10.1. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this Agreement shall be used to pay the salary or expenses of any Vendor, or agent acting for the Vendor, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.

10.2. Debarment and Suspension. The Vendor agrees to comply with the non-procurement debarment and suspension rules in 49 CFR 29.

10.3. Drug-Free Workplace. The Vendor agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Vendors.

10.4. The Vendor agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.

11. Other Requirements. In addition to other requirements of this Agreement, the Vendor agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, and the CPACS Disadvantaged Business Enterprise Plan (in compliance with 49 CFR Part 26), as appropriate. In addition, the Vendor further agrees to comply with the DBE Utilization Plan submitted to CPACS as part of its proposal. All such documents are hereby made part of this Agreement fully as if the same were attached hereto.

## Request for Proposals

### Center for Pan Asian Community Services Microtransit Program

April 22, 2021

The Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Vendor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted Agreements. Failure by the Vendor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

The Vendor agrees to pay each subcontractor under this prime Agreement for satisfactory performance of its Agreement no later than thirty business days from the receipt of each payment that said prime Vendor receives from CPACS. The Vendor agrees further to return retainage payments to each subcontractor within thirty business days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CPACS. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

12. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, CPACS reserves the same right regarding this Agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Vendor from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Vendor prior to the date of suspension to the extent that they are noncancelable.