

GVF

PROPOSAL AND SPECIFICATIONS

FOR

COMMUNITY SHUTTLE SERVICE FOR THE BOROUGH OF CONSHOHOCKEN

Bids will be received until

August 14, 2023 at 4:00pm

Any questions, please contact:
Maureen Farrell, Deputy Executive Director, GVF
mfarrell@gvftma.com

**REQUESTS FOR PROPOSALS
COMMUNITY SHUTTLE PROGRAM
CONSHOHOCKEN BOROUGH, MONTGOMERY COUNTY, PENNSYLVANIA**

NOTICE IS HEREBY GIVEN that proposals are being accepted for the Community Shuttle Program for Conshohocken Borough, Montgomery County, Pennsylvania until August 14, 2023 at 4:00 p.m. via e-mail to Maureen Farrell, GVF, mfarrell@gvftma.com.

COMMUNITY SHUTTLE SERVICE

Objective of this Request for Proposal (RFP)

GVF has been retained by the Borough of Conshohocken to issue this RFP for a new Community Shuttle Service. The shuttle will run throughout the Borough serving Borough residents, employees, and visitors to provide better access to the Borough's restaurants, businesses, and train stations to ultimately reduce single occupancy vehicle traffic. It is contemplated that the shuttle will also provide service for Borough residents, employees and visitors outside of the Borough in the immediately adjacent municipalities to and from selected locations. The Borough reserves the right to change the shuttle schedule and pick-up/drop-off locations, as more specifically set forth in the RFP documents.

Contract dates: January 1, 2024 – December 31, 2024, with the options for two one-year renewal contracts.

A tentative bid award date shall be announced on Conshohocken Borough's website no later than 60 days of submission. Bidders can contact Maureen Farrell mfarrell@gvftma.com for specifications and information.

All bids must be submitted with a certified check or bid bond in the amount of ten percent (10%) of the bid, made payable to Conshohocken Borough. The successful bidder shall be bound to furnish and pay for a Performance Bond and a Labor and Material Payment Bond, or post a letter of credit, in an amount equal to one hundred (100%) of the contract price on bond forms acceptable to Conshohocken Borough. Where the bidder intends to use a bond, its bid must be accompanied by a Surety's Consent. Said surety must be licensed to conduct business in the Commonwealth of Pennsylvania.

The successful bidder shall take affirmative action to ensure that applicants for employment and employees or agents are treated without discrimination based upon actual or perceived ethnicity, race, color, religion, ancestry, national origin, age, gender, gender identity of expression, marital and familial status, sexual orientation, mental or physical disability, use of guide or support animals or mechanical aids, and/or source of income.

The contract will be awarded to a responsible bidder; however, Conshohocken Borough reserves the right to reject any and/or all bids and to waive any informality in the bidding, as permitted by law.

Maureen Farrell
mfarrell@gvftma.com

PART “A”—PROPOSAL FORM

Please refer to the entire bid package for full requirements and details before submitting this bid proposal.

In submitting your proposal, please assume the following shuttle schedule and shuttle route. The shuttle schedule and shuttle route remain subject to change at the sole discretion of the Borough. This shall include the right to increase or decrease the number of stops and the hours of operation.

Proposed Shuttle Schedule

The shuttle will operate the following days and times:

- Wednesday 11:00 AM to 11:00 PM
- Thursday 11:00 AM to 11:00 PM
- Friday 11:00 AM to 11:00 PM
- Saturday 11:00 AM to 11:00 PM
- Sunday 09:00 AM to 03:00 PM

Proposed Shuttle Route:

| Shuttle Stops | |
|-------------------------------|-------------------------|
| Site | Address |
| Matson Mill | 101 Washington Street |
| The Birch | 51 Washington Street |
| SEPTA Train Station | 10 Washington Street |
| Lumina | 301 Washington Street |
| Riverwalk | 309 Washington Street |
| Pepperoncini | 72 Poplar Street |
| Bar Sera | 382 East Elm Street |
| Bar Luca | 729 East Hector Street |
| Courts at Spring Mill | 1101 East Hector Street |
| Giant | 10 East Ridge Pike |
| Sherry Lake | 1801 Butler Pike |
| Plymouth Park Apartments | 1700 Butler Pike |
| Plymouth Gardens | 1300 Fayette Street |
| Stone Rose | 822 Fayette Street |
| Deli on 4th | 326 Fayette Street |
| Nudy's Café | 100 Fayette Street |
| AmerisourceBergen Corporation | 1 West 1st Avenue |
| Guppy's | 2 Maple Street |
| 400 West Elm Street | 400 West Elm Street |

Additional Notes Regarding Proposal Form:

Vehicle Fuel Option. The Borough of Conshohocken wishes to investigate all potential fuel options for its Community Shuttle Service, and specifically gas/diesel, CNG, and electric. Please provide bids for each type of vehicle provided by your company on the form below.

Vehicle Wrap. The Borough of Conshohocken may choose to “wrap” the shuttle vehicle, e.g. with Borough of Conshohocken branding. The vendor shall provide a cost for wrapping the vehicles, whether the vendor provides such services itself, or has an existing relationship with a company providing such services. If the vendor does not provide wrapping services nor have an existing relationship with a company providing such services, vendor shall state same on the form below. Regardless, by submitting the proposal form below, the vendor acknowledges its understanding that the Borough may install wraps on the vehicles, and agrees to permit and cooperate in the installation of wrapping.

Tracking Technology. In order to effectively track the vehicles and ridership, please also state on the form below any type of innovative tracking software your company can offer and at what cost.

WiFi. Vehicles must have Wi-Fi, please include any additional cost for Wi-Fi on the form below.

Contract Year: Commencing **January 1, 2024 – December 31, 2024**

Shuttle Charge:

All bid amounts shall be for yearly cost. If you do not offer a vehicle of the type stated, please insert N/A.

| Vehicle Type | Wed through Fri 11 am—11 pm | Saturday 11 am—11 pm | Sunday 9 am—3 pm |
|-----------------------|--|---------------------------------|-----------------------------|
| 14 psgr gas or diesel | | | |
| 20 psgr gas or diesel | | | |
| 14 psgr CNG | | | |
| 20 psgr CNG | | | |
| 14 psgr electric | | | |
| 20 psgr electric | | | |

Holiday Charge: If you intend to charge an additional hourly or daily fee for shuttle services provided on a holiday, please state said additional charge here: _____

Vehicle Wrapping

Total cost to wrap 14-psgr vehicle with a half wrap \$ _____

Total cost to wrap a 14-psgr vehicle with a full wrap \$ _____

Total cost to wrap a 20-psgr vehicle with a half wrap \$ _____

Total cost to wrap a 20-psgr vehicle with a full wrap \$ _____

Tracking Software

Description of software: _____

Cost: _____

Cost of WiFi: _____

Contract Year: Renewable one-year option commencing **January 1, 2025 – December 31, 2025**

Shuttle Charge:

All bid amounts shall be for yearly cost. If you do not offer a vehicle of the type stated, please insert N/A.

| Vehicle Type | Wed through Fri 11 am—11 pm | Saturday 11 am—11 pm | Sunday 9 am—3 pm |
|-----------------------|--|---------------------------------|-----------------------------|
| 14 psgr gas or diesel | | | |
| 20 psgr gas or diesel | | | |
| 14 psgr CNG | | | |
| 20 psgr CNG | | | |
| 14 psgr electric | | | |
| 20 psgr electric | | | |

Holiday Charge: If you intend to charge an additional hourly or daily fee for shuttle services provided on a holiday, please state said additional charge here: _____

Vehicle Wrapping

Total cost to wrap 14-psgr vehicle with a half wrap \$ _____

Total cost to wrap a 14-psgr vehicle with a full wrap \$ _____

Total cost to wrap a 20-psgr vehicle with a half wrap \$ _____

Total cost to wrap a 20-psgr vehicle with a full wrap \$ _____

Tracking Software

Description of software: _____

Cost: _____

Cost of WiFi: _____

Contract Year: Renewable one-year option commencing **January 1, 2026 – December 31, 2026**

Shuttle Charge:

All bid amounts shall be for yearly cost. If you do not offer a vehicle of the type stated, please insert N/A.

| Vehicle Type | Wed through Fri 11 am—11 pm | Saturday 11 am—11 pm | Sunday 9 am—3 pm |
|-----------------------|--|---------------------------------|-----------------------------|
| 14 psgr gas or diesel | | | |
| 20 psgr gas or diesel | | | |
| 14 psgr CNG | | | |
| 20 psgr CNG | | | |
| 14 psgr electric | | | |
| 20 psgr electric | | | |

Holiday Charge: If you intend to charge an additional hourly or daily fee for shuttle services provided on a holiday, please state said additional charge here: _____

Vehicle Wrapping

Total cost to wrap 14-psgr vehicle with a half wrap \$ _____

Total cost to wrap a 14-psgr vehicle with a full wrap \$ _____

Total cost to wrap a 20-psgr vehicle with a half wrap \$ _____

Total cost to wrap a 20-psgr vehicle with a full wrap \$ _____

Tracking Software

Description of software: _____

Cost: _____

Cost of WiFi: _____

BIDDER MUST SIGN BELOW:

By signing below, I acknowledge that I am bidding on a contract for shuttle services wherein the Borough of Conshohocken reserves the right to change the shuttle schedule, route, and pick-up/drop-off locations.

CORPORATE OR FIRM: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

ADDRESS: _____

PHONE: _____ DATE: _____

CONTACT PERSON: _____ PHONE: _____

NOTE: A **Co-Partnership** must give the firm name and signature of partner with title.

A **Corporation** must give the full corporate name, signature of official with title and affix the corporate seal.

PART “B” GENERAL CONDITIONS

Together with all documents referred to and/or incorporated herein, these General Conditions constitute the sole and exclusive terms and conditions agreed to between Conshohocken Borough, GVF, and Bidders and/or Vendors.

1. Bid Documents:

The Bid Documents consists of the Proposal (Part “A”), , the General Conditions (Part “B”), the Detailed Specifications (Part “C”), the Non-Collusion Affidavit (Part “D”), the Consent of Surety (Part “E”), the Bidders Statement of CDL Compliance (Part “F”), Insurance Requirements (Part “G”), Bidder’s Insurance Certificates (Part “H”), the Proposed Shuttle Schedule (Part “I”), the Statement of Confidentiality (Part “J”), Names of Administrator and Transportation Coordinators for the Borough (Part “K”), and the List of Subcontractors (Part “L”). These bid documents shall be incorporated into a written contract between the parties, and any award of a contract hereunder shall be conditioned on the parties agreeing to and executing a mutually agreeable written contract. It is anticipated that the winning bidder will contract with GVF for provision of community shuttle service in the Borough. The Borough shall have the right to review and approve the terms of the contract between the winning bidder and GVF, before the contract shall be valid and enforceable.

2. Familiarity with Projects:

The bidder is required to carefully examine the Bid Documents and the scope of the project, including specifically the proposed shuttle route. The bidder shall inform itself as to the conditions to be encountered; the character, quality, and quantities of work to be performed; the materials to be furnished; and the requirements of the specifications and the contract.

3. Submission of Bid Proposal (Part “A”):

All bids must be submitted to Maureen Farrell mfarrell@gvftma.com by August 14, 2023, at 4:00pm on the Proposal Form provided at Part “A”. Any bids submitted in any other form will not be accepted. All bid prices must be written in words and in figures in the blank spaces provided for each item. In case of discrepancy, the written words will be considered as the price bid. E-mails shall be clearly marked “Borough of Conshohocken—Bid Proposal for Shuttle Program”.

4. Number of Bids:

More than one (1) bid for a project shall not be submitted by an individual, firm, partnership, association, or corporation under the same or different names. If more than one (1) bid for a project is submitted by an individual, firm, partnership, association, or corporation under the same or different names, all such bids will be rejected.

5. Specifications:

Bidders are expected to comply with the Detailed Specifications (Part "C"). The Bidder must explain any differences between the work to be provided and/or the materials to be supplied and the Detailed Specifications in the Following Manner:

(a) The bidder must underline the portions of the Detailed Specifications with which its proposal differs;

(b) The bidder must explain the differences between the Detailed Specifications and its proposal on a separate sheet of paper, which must be submitted with the bid. If differences with the Detailed Specifications are not identified in this fashion, Conshohocken Borough reserves the right to consider the bid to comply with the specifications. The Borough of Conshohocken reserves the right to reject any bid containing differences from the Detailed Specifications that, in the opinion of the Borough in its absolute discretion, affects the materials and services to be provided hereunder in a substantive way.

6. Tax Exemptions:

Conshohocken Borough is exempt from the payment of any Pennsylvania State Sales Tax and Federal Excise or Transportation Tax.

7. Bid Security Requirements:

All bids must be submitted with a certified check or bid bond in the amount of ten percent (10%) of the bid, made payable to Conshohocken Borough.

8. Withdrawal of Bids:

To properly withdraw a bid, the bidder must give notice of its claim of the right to withdraw the bid in writing to the Borough within two (2) business days after the opening of bids. Also, the withdrawal is not permitted if it will result in the awarding of the contract on another bid of the same bidder, any partner or a corporation or business venture owned by the bidder or in which the bidder has substantial interest. Any bidder who is permitted to withdraw **cannot** in any way participate in the project bid upon, either as a subcontractor or material supplier, without written approval of the Borough.

9. Rejection of Bids:

Conshohocken Borough reserves the right to reject any or all parts of bids as may be deemed to be in the best interest of the Borough.

10. Award of Contracts:

When a bid received has been determined by Conshohocken Borough to be satisfactory, an award will be made no later than December 20, 2023.

11. Acceptance of Bid and Performance Bond:

A bid will be deemed accepted and binding on bidder when Borough Council awards a contract at a public meeting. GVF shall issue a written notice of Borough Council's award the day following the public vote awarding same, along with a written contract form for execution by the successful bidder. Within ten (10) days of notification by GVF, a successful bidder shall execute and deliver a signed contract to Conshohocken Borough at 400 Fayette Street, Suite 200, Conshohocken PA (unless additional time is granted by the Borough), along with the required performance bond and labor and materials bond issued by a surety company qualified to transact business in Pennsylvania. Said bond will be approved by Conshohocken Borough in the amount equal to 100% of the contract sum to secure due performance of the contract. In the alternative, the successful bidder may supply Conshohocken Borough with an irrevocable letter of credit from a bank with offices in Pennsylvania. **If the bidder chooses to submit a performance bond, the bidder must provide an original Consent of Surety signed by a surety company qualified to do business in Pennsylvania in the form attached hereto as Part "E" at the time of submission of bids.**

12. Non-Collusion Affidavit:

All bidders are required to execute a Non-Collusion Affidavit in the form attached hereto as Part "D".

13. Contacting Elected Officials:

Conshohocken Borough requires that bidding on Borough contracts be a fair and open process, in accordance with Pennsylvania law. Individual contacts to members of the Borough Council by bidders, following the submission of bids, is contrary to the principle of public bid openings. Under the circumstances, Conshohocken Borough reserves the right to disqualify any bidder who makes individual contact with any one or more of the members of the Borough Council of Conshohocken Borough or its Mayor after submission of a bid and prior to issuance of an award of a contract.

14. Prices:

Conshohocken Borough shall not be billed at higher prices than stated in the Proposal, unless authorized by a Change Order issued and signed by the Borough. The Vendor represents that the price charged for items or services covered by the contract is the lowest price charged by the Vendor to buyers of a class similar to the Borough, under conditions similar to those specified in the contract.

15. Subcontractors:

The Vendor shall not subcontract, sublet, sell, transfer, assign or otherwise dispose of the contract, or any portion thereof, or its right, title, or interest therein without the written consent of Conshohocken Borough. The Vendor shall submit to the Borough, on the form attached hereto as Part "L", a list of the names of any subcontractors or persons or organizations who are to furnish materials or services under the contract.

16. Federal, State and Local Laws and Ordinances:

The Vendor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the work, or applicable to employees involved in providing services under the contract, or from which liability may accrue to Conshohocken Borough from any violation thereof. The Vendor shall also comply with all orders or decrees which have been promulgated or enacted or which may be promulgated or enacted by any legal bodies or tribunals having authority of jurisdiction over the work, materials, employees, or the contract.

In accordance with the federal Department of Transportation regulations (49 CFR Parts 40 and 382), the Vendor is responsible for implementing a drug and alcohol testing program for applicable employees.

17. Gratuities:

Neither any individual employed by Conshohocken Borough, nor any officer of the Borough, shall be permitted to any share in any benefit that may arise from the contract. No gratuities in the form of entertainment, gifts, or other forms shall be offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee or agent of the Borough with the view toward securing a contract or securing favorable treatment with respect to the awarding, amending or making of any determination with respect to the performance of such contract. The Vendor is hereby notified that any employee, agent or officer of the Borough who

solicits or accepts any gratuities is not authorized by the Borough to do so, and that the Borough will not make payment under any contract with respect to gratuities which are extended. Conshohocken Borough may immediately terminate any contracts with the Vendor if the Borough finds that this section has been violated. In the event that a Vendor is terminated under this section, the Borough will have the right to pursue the same remedies against the Vendor that it could pursue in a breach of the contract.

18. Anti-Trust:

The Vendor and Conshohocken Borough recognize that in actual economic practices, overcharges by the Vendor's suppliers resulting from violations of State or Federal anti-trust laws are in fact borne by the Borough. As a part of the consideration for the award of the contract and intending to be legally bound, the Vendor assigns to Conshohocken Borough, all right, title and interest in and to any claims that the Vendor now has or may hereafter acquire under State and Federal anti-trust laws, relating to the goods or services which are the subject of the contract.

19. Indemnification:

19.1 - Indemnification: To the fullest extent permitted by law, the Vendor shall protect, hold free and harmless, defend and indemnify the Borough and GVF, including their respective elected or appointed officials, trustees, officers and employees (collectively, the "Indemnified Parties") from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death of any person or damage arises out of, or is in any way connected with the provision by Vendor of the services under this Contract. This agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, including acts or omissions of Vendor's agents or employees, except that this agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of the Indemnified Parties. Accordingly, the Indemnified Parties shall notify the Vendor promptly, in writing, of any claim or action brought against the Indemnified Parties, in connection with the services provided by Vendor under this Contract. Upon such notification, the Vendor shall promptly take over and defend any such claim or action. The Indemnified Parties shall have the right and option to be represented in any such claim or action, individually or collectively, and to choose their own counsel, at Vendor's expense. The Vendor's obligation to defend and indemnify the Borough and GVF and its elected or appointed officials, trustees, officers and employees shall survive the termination of this Contract.

19.2 - To the fullest extent permitted by law, the Vendor shall be solely responsible for any loss or damage to property of the Vendor or its subcontractors, invitees, employees, officers, agents and representatives which occurs while providing the services under this Contract.

20. Independent Contractor.

Acknowledgment of Vendor's Independent Contractor Status and No Coverage for Vendor under Borough and GVF's Workers Compensation Insurance: The Vendor hereby acknowledges its status as an independent contractor while performing services on behalf on the Borough and GVF and that the Borough and GVF's workers compensation insurance or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to employees of the Vendor or subcontractors of Vendor during the provision of services on behalf of the Borough and GVF under the Contract.

21. Amendments:

No agreement or understanding to modify the contract shall be binding upon Conshohocken Borough unless in writing and signed by the Borough's authorized agent. All Specifications, drawings, and data submitted to the Vendor in connection with the contract Order are hereby incorporated herein and made a part hereof.

22. Governing Laws:

The Vendor shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

**PART "C" CONSHOHOCKEN BOROUGH COMMUNITY SHUTTLE
DETAILED SPECIFICATIONS**

Article 1: Reference Data

1.1 Definitions

Administrator - Person designated by GVF to manage its contract with Conshohocken Borough and to provide coordinating and administrative services necessary for implementation of this RFP.

Borough – The Borough of Conshohocken. Reference to the "Borough" shall not be construed and is not intended to imply that this is a "joint venture" between the Borough and GVF.

Shuttle Arrangements (also referred to as "Shuttle Service") - One or more vehicles each with the capacity to carry at least 14 passengers operated by a service provider for the benefit of the Borough. All vehicles will be in compliance with the Americans with Disabilities Act. All vehicles should also be equipped with a bicycle rack that can accommodate at least two bicycles.

Service Provider (Vendor) - An entity that is under contract with GVF for the purpose of providing Shuttle Arrangements to the Borough. Initially the Vendor shall be the Service Provider; however, the Service Provider may be changed by written agreement of a majority of the then existing Borough Council.

Transportation Coordinator(s) - Individual(s) designated by the Borough for the purpose of coordinating the Borough's performance of its obligations hereunder and for attending meetings as needed. The Borough shall appoint no more than one Transportation Coordinator. (Also see Section 7.2 below)

Vehicle- A bus that will be used to transport riders and has occupancy of at least 14 passengers. The bus will be in compliance with the Americans with Disabilities Act and should also be equipped with a bicycle rack that can accommodate at least two bicycles.

1.2 Incorporation of Parts

The following parts are incorporated herein by reference and made part of these Detailed Specifications:

- Part A Proposal Form
- Part B General Conditions for Bids Relating to Sales of Goods and Merchandise
 And Provision of Services
- Part C Detailed Specifications
- Part D Non-Collusion Affidavit
- Part E Consent of Surety
- Part F Statement of CDL Compliance
- Part G Insurance Requirements
- Part H Vendor's Insurance Certificates
- Part I Shuttle Schedule
- Part J Confidentiality Statement
- Part K Names of Administrator for GVF and Transportation Coordinators for the
 Borough
- Part L List of Subcontractors

Article 2: Representations and Intent of RFP

The Borough to this RFP represents and warrants that:

2.1 It intends, in good faith, to encourage its residents to use the shuttle service program.

2.2 It intends, in good faith, to achieve the objectives of item 2.1 above, in whole, or in part by fulfilling its obligations set forth herein.

2.3 It has read, approved, and accepted all of the terms, covenants, conditions and provisions contained in the contract between GVF and the Vendor, which contract will be entered into between GVF and Vendor in order to supply the transportation services herein.

Article 3: Term

3.1 Initial Term

The contract between GVF and Vendor (the "Contract") shall commence on January 1, 2024 ("Commencement Date") and shall continue through December 31, 2024 ("Expiration Date") unless earlier terminated or extended pursuant to this Article or otherwise extended in writing GVF. GVF shall only extend the Contract pursuant to majority vote of Borough Council. Early termination of the Contract shall only occur consistent with Section 3.2 below.

3.2 Early Termination

The Borough, acting through majority vote of its Borough Council, may require GVF to terminate the Contract prior to the Expiration Date(s), which termination will be effective only if all the following events occur:

- a. The Vendor fails to perform any material duty or obligation set forth hereunder or contained in the Contract or in the event of a breach by the Vendor of any material term, condition, covenant, or warranty hereunder or contained in the Contract (a "default"); and
- b. The Borough has provided written notice of such default to GVF, in which case, GVF shall have seven (7) business days to notify the Vendor of such default; and

- c. The Vendor has not cured or remedied the default for a period of ten (10) business days following notice from GVF.
- d. Following expiration of the ten (10) business days after notice from GVF to Vendor, the Borough has provided GVF written confirmation that GVF shall terminate the contract with Vendor, which written confirmation shall be provided by GVF to Vendor within 24 hours of receipt within 24 hours of receipt from the Borough of Conshohocken. The termination notice from the Borough shall specify an effective date of the termination.

3.3 Renewal

The Contract contains two one-year renewal options and may be renewed by letter agreement signed by GVF upon written direction from the Borough of Conshohocken (pursuant to a majority vote of its Borough Council consenting to extension of the Contract) for an additional period(s) as follows: (1) January 1, 2025 through December 31, 2025, and (2) January 1, 2026, through December 31, 2026. Any extension of the contract between GVF and Vendor shall only be valid upon the written direction by the Borough to GVF to extend the Contract, which written direction shall be provided to Vendor by GVF simultaneously with GVF's written notice to Vendor that the Contract shall be extended.

If the Borough wishes to terminate Vendor's services upon the Expiration Date of the Contract or at the end of any extended term, as the case may be, the Borough shall provide GVF with at least thirty (30) days prior written notification, and GVF shall immediately notify the Vendor and otherwise comply with all termination provisions of the Contract. If the Borough shall fail to provide such notice, the Borough shall have the right to terminate the contract following expiration of the then-existing term, by providing thirty (30) days written notice of its intent to terminate to GVF.

Article 4: Shuttle Arrangements

4.1 Description

Shuttle services shall be arranged for by GVF pursuant to the Contract with the Vendor. Shuttle services shall be provided solely for the benefit of the Borough as set forth in this RFP

4.2 Scope and Times of Service

Shuttle vehicles, each accommodating at least fourteen (14) passengers, equipped with a bicycle rack that can hold at least one bicycle, and being ADA compliant, shall be operated in accordance with the schedules shown in Part I. The Vendor will certify compliance with all requirements and procedures of the Free Transit Program for Senior Citizens. Shuttle vehicles shall conform to the Federal motor vehicle safety standards. The Borough may intend to periodically change the

schedule to better meet desired participating rider ride times and destinations, and as otherwise set forth herein. Part I may only be changed by GVF or Vendor with written consent from the Borough.

The shuttle shall operate Wednesday through Sunday each week (during the hours set forth on the shuttle schedule at Part I, except on the following holidays: New Year's Day, Martin Luther King, President's Day, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

4.3 Shuttle Stops

The Borough shall make necessary provisions for Shuttle stops as needed to accommodate the schedule and destinations contained in Part I and as may be amended from time to time. Such provisions shall include, but not be limited to installation of signage designating shuttle stop location(s) and designation of area(s) in which shuttle passengers may board or disembark from shuttle vehicles. Provided the Borough of Conshohocken provides shuttle stops as required by this paragraph, Vendor shall follow the schedule and stop at the shuttle stop locations during the hours and on the days required herein.

The Borough may change the location of shuttle stops located on premises it owns, leases, or otherwise controls by providing fifteen (15) or more days advance written notice of such change to the Administrator. The Borough may change the location of shuttle stops on premises other than those it owns, leases, or otherwise controls, provided the Borough obtains all permissions needed to effectuate such relocation. Relocation of shuttle stops pursuant to the foregoing sentence shall similarly occur by the Borough providing fifteen (15) or more days notice to the Administrator, which the Administrator shall immediately provide to the Vendor. The Administrator will work directly with the Vendor to communicate/discuss these potential changes.

Notwithstanding the foregoing, the Borough makes no guarantees or representations regarding its ability to secure shuttle stops at every location identified on the shuttle schedule at Part I. As set forth herein, the Borough reserves the right to change the schedule and the shuttle stops.

4.4 Rules and Procedures

4.4.1 Rider Identification: Senior citizen riders must display a current SEPTA Key Senior Photo Identification Card, or an accepted form of ID identified by SEPTA including PA Driver License, or PA Non-Driver Identification Card. Non-seniors shall purchase tickets from the bus driver, provided by GVF. The Borough reserves the right to change the rate schedule, including to offer the shuttle service for free, in its discretion.

4.4.2 Passes: Senior Citizens should obtain a SEPTA Key Senior Photo Identification Card at their local state senator or state representative office. The

Borough reserves the right to create a pass system for other riders as well, in its discretion.

4.4.3 Record Keeping: GVF shall instruct the Vendor to keep daily and monthly records of senior ridership in order to determine ridership levels by vehicle. GVF shall also instruct the Vendor to collect tickets on the bus and keep daily and monthly records of ticket paying ridership. To the extent the Borough implements a pass program for non-seniors, or makes the shuttle service free of charge, Vendor shall keep daily and monthly records of that ridership as well. Administrator shall report results of such periodical record keeping to the Borough monthly, as well as quarterly and/or annual reports.

4.4.4 Schedules: The Borough shall provide its residents with schedules and other materials designed to facilitate and promote use of the Shuttle Services.

Article 5: Payment

No later than the last day of each calendar month the Borough shall pay the Administrator using the schedule provided in the contract between Vendor and GVF. If the Borough fails to make timely payment, is so notified of such overdue payment, and fails to pay the amount due in full within 21 days of being given such notice, the Administrator may discontinue the Borough's Shuttle Service and/or seek repayment of such overdue amount along with all costs and expenses, including attorney fees as a result of the Borough's failure to make payment.

Article 6: Service Quality

Except as may be necessitated by unexpected break down, malfunction, or accidental damage to vehicles, vehicles shall be maintained in good repair, heated, air conditioned, clean, and comfortable. Wi-Fi shall be provided on all vehicles. Drivers shall be courteous and well groomed. Drivers shall also be prepared to help riders requiring assistance, including riders with disabilities, on and off the bus.

Article 7: Administrator and Coordinators

7.1 Administrator

7.1.1 Appointment: GVF shall appoint an Administrator to manage Shuttle Services. Refer to Part K for appointed Administrator.

7.1.2: Compensation: Administrator shall not be directly compensated for the services performed hereunder by the Borough or by any Service Providers or Vendors performing services in connection with the contractor with the sole exception of compensation received from GVF.

7.1.3 Mutual Waiver of Claims: The Borough shall not institute any lawsuit or other action against Administrator/GVF, and GVF shall not institute any lawsuit or
Part "C" (Detailed Specifications) p. 6

other action against Borough (collectively referred to as "Claim" herein) with respect to the Contract unless such Claim stems from the negligence or willful misconduct of either of them in their capacity as described in this RFP.

7.2 Transportation Coordinators

7.2.1 Designation: The Borough shall appoint one individual who is authorized to act as a Transportation Coordinator to implement the contract. See Part K for List of Authorized Transportation Coordinators.

7.2.2 Meetings: Administrator shall meet with Transportation Coordinator(s) at least once quarterly, or more or less frequently, as needed, in order to implement the contract.

7.2.3 Replacement: In the event that a Transportation Coordinator or Administrator resigns or otherwise ceases to perform his/her function and/or ceases to work for the Borough, the Borough shall promptly appoint a new Transportation Coordinator or Administrator and promptly notify GVF of such replacement.

7.2.4 Expenses: Should the Administrator incur any administrative expenses including, but not limited to, printing of the schedule, such expenses shall be forwarded to the Borough, provided that such expenses must be agreed to in advance by the Borough.

7.3 Notifications

All notices, requests, demands and other communications required or permitted under the contract shall be in writing and shall be deemed to have been duly given when deposited in the US mail, certified mail, return receipt requested or when sent and receipted by Federal Express, United Parcel Service, or other reputable courier service to the Administrator or when sent in the same manner by the Administrator to the Borough in care of their Transportation Coordinators at the address(es) above. The Borough shall notify the Administrator should their notification address change and Administrator shall provide the Borough with such notice should any of their addresses change.

Article 8: Insurance and Claims

8.1 Waiver of Claims.

The Borough and GVF shall look solely to the Vendor and not each other for indemnification, protection and/or recovery from any loss damage, claim, demand, liability, or cause of action (collectively referred to as "Claim") arising from Shuttle Service, except to the extent that such claim arises from the negligence or willful

misconduct of GVF or its employees. The contract between Vendor and GVF shall indemnify both GVF and the Borough from claims arising from the Shuttle Service.

8.2 Insurance Certificates

Certificate(s) of Insurance must be obtained from the Vendor. Such Certificate(s) are attached hereto as Part H.

8.3 The Vendor's Contract

(a) GVF's contract with the Vendor provides that the Vendor or its subcontractors or agents shall maintain the minimum insurance coverage set forth in Part G hereof.

(b) Prior to the commencement of, or any extension to, the contract and prior to the expiration of any term of insurance coverage required to be maintained hereunder, The Vendor shall deliver to GVF an insurance policy and certificate of insurance that shall be issued by an A rated company reasonably satisfactory to GVF, which shall evidence the coverage required herein and shall name GVF and all that are being provided with Service, as an additional insured on the general liability policy and umbrella policy.

(c) Pursuant to GVF's contract with the Vendor, the vehicles, and services to be provided to the Borough, pursuant to the contract, are in the full and complete control of the Vendor and not of GVF. All employees, agents and subcontractors used by the Vendor are those of the Vendor and not of GVF. The Vendor shall be solely responsible for any claim, personal injury, or property damage in connection with its operation and performance provided for in the contract.

(d) All employees, agents or subcontractors used by the Vendor are those of the Vendor and not of GVF. The Vendor shall be solely responsible for all withholding, FICA, and other taxes, worker's compensation, and other legal requirements in connection with such employees, agents or Vendors. Any driver of the shuttle service must have a clean criminal history and child abuse clearance performed.

(e) The responsible Vendor shall provide a written affidavit that it possesses a Public Utility Commission (P.U.C.) License to operate its vehicles on Conshohocken Borough roads and the road of the municipalities surrounding the Borough of Conshohocken.

Article 9: Contingency

Should there be any breakdown, temporary, or otherwise of any vehicle for any reason, GVF shall arrange for the Vendor to promptly substitute a vehicle or vehicles in sufficient number to carry the passenger load until repair can be completed.

Should weather conditions or other extenuating circumstances necessitate temporary curtailment or changes to service, the Administrator shall exercise

reasonable judgment to facilitate such curtailment or change in a manner which minimizes disruption or inconvenience to the Borough or Borough residents, employees or visitors. Administrator and Transportation Coordinators shall use reasonable efforts to coordinate in this regard and to make riders aware of schedule changes.

Article 10: Controlling Law

The Contract and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the United States and of the Commonwealth of Pennsylvania.

PART “D” NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S., subsection 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who make the final decision on price(s) and the amount(s) quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bud submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of _____ :

Contract/Bid No.

County of _____ :

I state that I am _____ of _____
(Title) (Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without written consultation, communication, or agreement with any other Vendor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.
5. _____, its affiliates, subsidiaries, officers, (Name of Firm) directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State of Federal Law in any jurisdiction, involving conspiracy or collusion with respect to budding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
(Name of Firm)

above representations are material and important and will be relied on by the Borough of Conshohocken in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Borough of Conshohocken of the true facts relating to the submission of bids for this contact.

(Signature)

(Position in Company)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____.

DAY OF _____.

(Notary Public)

PART "E"
CONSENT OF SURETY

(Name of Insurance Company)

(Address)

duly qualified to transact business in the State of Pennsylvania, hereby agrees if

(Name of Bidder)

is the successful Bidder for "Community Shuttle Service for the Borough of Conshohocken", it as Surety will provide the Bidder with such bonds in the amounts as are required in the advertisement and in the specifications.

Signed, sealed and dated this _____. day of _____, 2____.

Name of Insurance Company

By: _____

Name of Authorized Representative:

Position of Authorized Representative:

Note: Be sure to attach proof of Power of Attorney of current date.

PART F

STATEMENT OF COMMERCIAL DRIVER'S LICENSE COMPLIANCE

**CDL PROGRAM
VENDOR'S STATEMENT OF COMPLIANCE**

Due to the nature of the work which this Vendor may perform for Conshohocken Borough, the Vendor must use employees who perform safety sensitive functions for which a Commercial Drivers License (CDL) is typically required. Under federal Department of Transportation regulations (49 CFR Parts 40 and 382), the Vendor is responsible for implementing a drug and alcohol testing program for these employees. Prior to being awarded any contract by Conshohocken Borough, and every six months thereafter of the contract, this Vendor must certify its compliance with these regulations to Conshohocken Borough by signing the form below.

This hereby certifies that on _____, 2____,

(Name of Vendor)

did provide Conshohocken Borough with the following information attesting to the Vendor's current participation in a qualified drug and alcohol testing program.

Testing Program Name:

.

Program Contact Person:

.

Address:

.

Post Office:

.

Phone No: _____ State: _____ Zip:

.

Signature

Note: An Original signed copy of this form must be retained by Upper Merion Township with this contract.

Representative's Position with Vendor

PART G
INSURANCE REQUIREMENTS

1 - General Insurance Requirements

1.1 - The Vendor shall not commence services under this Contract until the Vendor has obtained at the Vendor's own expense all of the insurance as required hereunder and such insurance has been approved by the Borough and GVF. Approval of insurance required of the Vendor will be granted only after submission to the Borough and GVF of original certificates of insurance signed by authorized representatives of the insurers or, at the Borough and GVF's request, certified copies of the required insurance policies.

1.2 - Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Borough and GVF's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Borough and GVF throughout the term of the Contract.

1.3 - If the Borough and GVF grants written consent for the use of subcontractors, the Vendor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Contractor below, unless any such requirement is expressly waived or amended by the Borough and GVF in writing. The Vendor shall furnish Subcontractors' certificates of insurance to the Borough and GVF immediately upon request.

1.4 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until sixty (60) days prior written notice has been given to the Borough and GVF.

1.5 - No acceptance and/or approval of any insurance by the Borough and GVF shall be construed as relieving or excusing the Vendor or the Vendor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.

1.6 - If the Vendor does not meet the insurance requirements of this Contract, the Vendor shall forward a written request to the Borough and GVF for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Borough and GVF denies the request, the Vendor must comply with the insurance requirements as specified in this Contract.

1.7 - All required insurance coverages must be underwritten by insurers allowed to do business in the Commonwealth of Pennsylvania and acceptable to the Borough and

GVF. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Borough and GVF grants specific approval for an exception. The Borough and GVF hereby grant specific approval for the acquisition of workers compensation and employers liability insurance from the State Workers' Insurance Fund (SWIF) of Pennsylvania.

1.8 - Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Vendor, and are subject to Borough and GVF's written approval. Any deductible or retention amounts elected by the Vendor or imposed by the Vendor's insurer(s) shall be the sole responsibility of the Vendor.

1.9 - If the Borough and GVF is damaged by the failure or neglect of the Vendor to purchase and maintain insurance as described and required herein, without so notifying the Borough and GVF, then the Vendor shall bear all reasonable costs properly attributable thereto.

2 – Vendor's Liability Insurance – Occurrence Basis

2.1 - The Vendor shall purchase and maintain the following insurance coverages, on an occurrence basis, which will insure against claims which may arise out of or result from the Vendor operations under the Contract and for which the Vendor may be legally liable, whether such operations be by the Vendor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Insurance shall be written for not less than the limits specified below or required by law, whichever is greater.

2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 2,000,000 general aggregate; and
- \$ 2,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors; and
- iii. Contractual liability including protection for the Vendor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$5,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto;
- ii. Automobile contractual liability; and
- iii. Public Transportation Autos ISO Endorsement CA 2402 or its equivalent, amending the care, custody or control exclusion to afford coverage for property damage to passenger's property.

2.1.3 - Uninsured Motorist insurance coverage or its equivalent with a combined limit of \$1,000,000 per accident and Underinsured Motorist insurance coverage or its equivalent with a combined limit of \$1,000,000 per accident.

These limit requirements may be met by a combination of primary and excess liability policies.

2.1.4 - Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

2.1.5 - Borough and GVF and Borough and GVF's elected and appointed officials, trustees, officers, and employees shall be named as additional insureds on the Vendor's commercial general liability insurance, business auto liability insurance and umbrella excess or excess liability insurance (if any) policies with respect to liability arising out of the Vendor's services provided under this Contract.

2.1.6 - Insurance or self-insurance provided to the Borough and GVF and Borough and GVF's elected and appointed officials, officers, and employees under any Vendor's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Vendor's liability insurance policies required herein.)

2.1.7 - Insurance or self-insurance provided to the Borough and GVF and Borough and GVF's elected and appointed officials, officers, and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Borough and GVF and Borough and GVF's elected and appointed officials, officers, and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Borough

and GVF and Borough and GVF's elected and appointed officials, officers, and employees as specified herein.

PART "H"

INSURANCE CERTIFICATES

Vendor shall attach hereto insurance certificates complying with the insurance requirements set forth in Part G INSURANCE REQUIREMENTS.

**PART “I”
PROPOSED SHUTTLE SCHEDULE**

Proposed Shuttle Schedule

The shuttle will operate the following days and times:

- Wednesday 11:00 AM to 11:00 PM
- Thursday 11:00 AM to 11:00 PM
- Friday 11:00 AM to 11:00 PM
- Saturday 11:00 AM to 11:00 PM
- Sunday 09:00 AM to 03:00 PM

Proposed Shuttle Route:

| Shuttle Stops | |
|-------------------------------|-------------------------|
| Site | Address |
| Matson Mill | 101 Washington Street |
| The Birch | 51 Washington Street |
| SEPTA Train Station | 10 Washington Street |
| Lumina | 301 Washington Street |
| Riverwalk | 309 Washington Street |
| Pepperoncini | 72 Poplar Street |
| Bar Sera | 382 East Elm Street |
| Bar Luca | 729 East Hector Street |
| Courts at Spring Mill | 1101 East Hector Street |
| Giant | 10 East Ridge Pike |
| Sherry Lake | 1801 Butler Pike |
| Plymouth Park Apartments | 1700 Butler Pike |
| Plymouth Gardens | 1300 Fayette Street |
| Stone Rose | 822 Fayette Street |
| Deli on 4th | 326 Fayette Street |
| Nudy’s Café | 100 Fayette Street |
| AmerisourceBergen Corporation | 1 West 1st Avenue |
| Guppy’s | 2 Maple Street |
| 400 West Elm Street | 400 West Elm Street |

**PART “J”
CONFIDENTIALITY STATEMENT**

Each party acknowledges that in the course of performance of its obligations pursuant to this RFP, it may obtain confidential and/or proprietary information of the other parties or its affiliates or customers. “Confidential Information” includes information relating to development plans, costs, finances, marketing plans, equipment configurations, data, access or security codes or procedures utilized or acquired, business opportunities, names of customers, research, and pricing provisions included within or incorporated into this RFP.

PART "K"
**NAMES OF ADMINISTRATOR FOR GVF AND TRANSPORTATION
COORDINATORS FOR THE BOROUGH**

Names to be provided in applicable contract documents.

PART "L"
LIST OF SUBCONTRACTORS

| <u>Name</u> | <u>Contact Information</u> | <u>Work to be performed</u> |
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