



REQUEST FOR PROPOSAL (2010) OPERATION OF A PUBLIC TRANSIT SYSTEM FOR THE CITY OF LANCASTER, OHIO

SECTION I – SCOPE OF SERVICE

1.1 Overview

The City of Lancaster, Ohio is located in the southeastern quadrant of the state, approximately thirty (30) miles southeast of Columbus, Ohio. The system currently has two service areas consisting of the City of Lancaster and the second in Violet Township as well as the City of Pickerington. The City of Lancaster is located in the southeast corner of Fairfield County, Ohio; Violet Township located in the northwest corner of Fairfield County. According to the 2000 census, the City of Lancaster's population was 35,335, Violet Township 26,914, and the City of Pickerington at 9,737. Approximately 12% of the population is over the age of 65.

The City of Lancaster operates a demand response transit system within the City of Lancaster, Pickerington and Violet Township limits. October 1, 1982, the program became a pilot program with the State, this time through the Ohio Department of Transportation with grant funds through the Federal Transit Administration and the Ohio Department of Transportation. The transit system is available to the general public including elderly and disabled. The system is the only source for public transportation in Lancaster. The system presently operates with three sedans, two lift equipped converted vans; one lift-equipped MMV; six lift equipped LTV (fiberglass) and with two additional LTNs due for 2010 delivery. For the past five years, the City of Lancaster has contracted out with a service provider, MV Transit. MV provides 15-20 drivers for the system, one scheduler, one dispatcher, and insurance for the vehicles in the fleet. The service area has been the City limits; however, in 2008, the area expanded out to five miles from the City's center. The system is currently working to expand its service area throughout the entire county through a Coordinated Plan. The system anticipates expansion into the City of Pickerington and Violet Twp in 2010 with a goal of complete county-wide service by 2012.

The purpose of this Request for Proposals is to solicit proposals for the operation of the Lancaster Public Transit System for the City of Lancaster, Pickerington and Violet Township. The City of Lancaster requires the system proposal as a whole package, with both the accessible and non-accessible transit service being provided by the same provider. It is Lancaster Public Transit System's intention to meet the following objectives through this award:

1. Customer is number one (1)
2. Improve operations and customer satisfaction
3. Provide courteous service in a timely manner
4. Cost-efficient service that maximizes resources available.

The Service Provider will be responsible for meeting all requirements as specified in the contract including, but not limited to, employee standards and training, safety, on-time performance, reporting, billing, insurance coverage, ADA, Bloodborne Pathogens, and Drug and Alcohol Testing compliance. The Service Provider must comply with all Lancaster Public Transit Systems Policies and Procedures. The Service Provider must have a safety policy, customer

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service policy, personnel policy, drug & alcohol policy, driver's handbook and System Security and Emergency Preparedness Plan (SSEPP) in place that conforms to the city and ODOT standards or explain how it plans to implement these policies.

1.2 Service Population

The transit system is available to the general public. The transit system has served minor children, teens, adults, the elderly, disabled, and other disadvantaged individuals.

The Lancaster Public Transit System provides an Elderly & Disabled discount fare program (Mobility Passport Program) for which there is an eligibility procedure. Discounted elderly and disabled fares are available with a City issued ID card (Mobility Passport). Elderly and disabled is defined as someone 65 years or older and/or those individuals classified as having either a work disability with a mobility or self-care limitation or a no work disability with a mobility or self-care limitation.

1.3 Service Area

The City of Lancaster, (Grantee) is seeking an interested, qualified Service Provider (Vendor) to provide demand responsive transit service within the City of Lancaster Public Transit's service areas. Additional service is also provided to selected out of service locations including, but not limited to, medical facilities, the Greyhound Bus Station, and the Columbus International Airport. Service provider must be willing and have resources available to grow should the Grantee expand the service area.

Service other than that described in this section and in the application must have prior City of Lancaster and ODOT written approval.

Lancaster Public Transit is a demand response, curb-to-curb service; however individuals needing additional assistance to the door may request such service at the time of the booking, as required by ADA. The City also has contracts with social agencies, and businesses that provide door-to-door service.

1.4 Operating Data

The following data is based on CY2009 ridership including PCA's (year-end):

Total one-way trips:	56,820
-	29,111 Elderly/Disabled trips
-	21,522 General Public (1,249 Age 14 and Under)
-	6,187 Contract Rides
Total Revenue Vehicle Hours:	18,828
Total Deadhead hours:	2,166
Total Revenue Vehicle Miles:	320,128
Total Deadhead miles:	24,734

There may be a monthly service cap due to limited federal, state and local funds. Monthly caps not used can be carried over to the following months.

1.5 Contracted Service Agreements

The City has approximately ten contracts with various businesses and agencies in the community. These contracts provide door-to-door service if needed. Contract rides may be scheduled only if space is available and must be integrated with regular service whenever



possible. The Public Transportation Administrator or designee bills contract rides to the appropriate agency after the end of each month. The Service Provider must be willing to work in cooperation with the City of Lancaster to obtain and fulfill private contracts whenever possible and provide any information necessary to complete billing.

1.6 Service Hours

City Service - The Service Provider will provide **same-day** demand responsive curb-to-curb public transportation service within the City of Lancaster, City of Pickerington, Violet Township and during the regularly scheduled hours of operation per service area Monday through Saturday, except (6) major holidays (hours and holidays listed in brochure – Exhibit 1). This is a share ride service. County service will be available during regular city service hours only if a driver is available.

The Service Provider will provide curb-to-curb public transportation service with **twenty-four hours advanced notice** for the Lancaster Public Transit service areas. Same day service will be provided if possible and only if space and time allow.

1.7 Inclement Weather Policy

In the event of a level 2 snow emergency, it will be the discretion of the Lancaster Public Transit Administrator in conjunction with the Superintendent of the Lancaster Department of Transportation to limit service within the City limits or cease operation. In the event that weather/road conditions are at a Level 3 thereby mandating that service be temporarily suspended to ensure the safety of riders and drivers, the City shall immediately notify the Service Provider to that effect. The Service Provider shall assume responsibility for making a best faith attempt to contact any users who may be at intermediate destinations (awaiting transport home) and shall endeavor to provide such transport if safety and prudence permit. Service Provider shall adhere to all other inclement weather policies enforced by Lancaster Public Transit. At no time shall the contractor suspend services without prior authorization of Lancaster Public Transit.

1.8 Fare Collection

Service will be provided on a cash per ride basis. The system runs on two separate service areas: City of Lancaster; City of Pickerington and Violet Township. The current rates for advanced reservations within the specified service area are: \$1.00 for Mobility Passport holders and \$2.00 for the general public. The rates for same-day reservations are \$5.00 for both Mobility passport holders and general public. All children ages 0-4 ride for free with a paid adult fare and children ages 5-14 are half price with a paid adult fare regardless of advanced or same day reservations. Fares for individuals wishing to travel from one service area to the other (Lancaster-Pickerington/Violet Township) are \$5.00 one-way for advanced reservations or \$7.50 for same-day service. Fares outside the service area \$3.50 per mile, one way only with some block pricing/flat fares listed in the brochure. Fares to Columbus medical locations are cash with the same structure. A PCA and/or service animal are permitted to ride without payment when providing services for someone unable to travel by themselves. Pre-paid tokens are available for general public riders only.



1.9 Fare Reconciliation

The Farebox revenue shall be considered the property of the City of Lancaster. Drivers are required to collect fares at the time of the trip (unless otherwise approved by the Transit Administrator). Service Provider is to reconcile all fares. All cash revenue collected from the Transit System must be reported with proper verification and be given to the Transit Administrator no later than 10:00 a.m. the following business day. Weekends and holidays the revenue is to be kept in a locked location until reconciled the following business day or deposited into the night-drop in the transit office. A daily activity report (example, Exhibit 2) will be used to record this information and will be accessible to the city thru the server using the City provided software.

The service provider shall repay Farebox receipts lost or stolen while in the possession of the service provider to the City of Lancaster.

1.10 Detailed Scope of Services

The scope of services and specifications are more fully detailed in Section VI of this Request for Proposal.

1.11 Definitions

- The term "request for proposal" (RFP) means a solicitation of a formal sealed proposal.
- The terms "proposal and offer" means the price and services offered by the Respondent in response to this RFP.
- The terms "Respondent" and "Proposer" mean the offerer or vendor responding to this RFP.
- The term "Contractor" refers to the Respondent(s) selected by the City of Lancaster to perform service under this contract.
- The term "Grantee" means the City of Lancaster
- The term "ODOT" means Ohio Department of Transportation.
- The term "contract" means the legally-binding agreement between the City of Lancaster and the successful proposer (Contractor) to perform the services described in this RFP.

1.12 Responsible Firms

Nothing within this Request for Proposal shall be considered to or is intended to exclude or restrain any qualified firm from submitting a proposal to provide the desired services. On the contrary, all responsible firms are encouraged to submit proposals.

Proposers must demonstrate their understanding of and ability to:

- Provide, operate, and maintain an efficient and high quality passenger transportation demand response service
- Address sensitivity toward persons with special needs (i.g., elderly and disabled)
- Establish and maintain an excellent working relationship with their contracting agency (Lancaster Public Transit)
- Meet rural public transit requirements associated with the USDOT Federal Transit Administration and Ohio Department of Transportation rural transit funding programs.



SECTION II – TERM

2.1 *Contract Period*

The City of Lancaster desires to sign a three (3) year contract, initial period to begin January 1, 2011 and end December 31, 2013. Said contract will be authorized by ODOT and the FTA and in accordance with the standards and guidelines established by the City of Lancaster. Contract will be based on cost reimbursement.

2.2 *Optional Renewal Period*

By mutual consent of the City and Service Provider, the contract may be renewed for two (2) additional twelve (12) month periods ending December 31, 2013. Any increase over 3% a year will need justification.

These options shall be automatically exercised unless written notice to the contrary is served on either party not later than 90 calendar days from when the current contract period expires. Such notice shall be transmitted by registered or certified mail.

It is understood and agreed that the contract may be renewed only under the same terms and conditions governing the original contract.

2.3 *Termination*

If, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Service Provider shall violate any of the covenants or agreements of this Agreement, or if the commencement, prosecution or timely completion of the project by the Service Provider is for any reason rendered improbable, impossible or illegal, or if the project is terminated for any reason by the Ohio Department of Transportation or the Federal Transit Administration, the City shall have the right to terminate this Agreement by giving written notice to the Service Provider specifying the effective date of the termination, at least thirty (30) days before such effective date, provided the Service Provider has not fulfilled its obligations within that thirty (30) days. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Service Provider under this Agreement shall, at the option of the City, become property of the City and the Service Provider shall be entitled to receive equitable compensation for any work satisfactorily completed. Notwithstanding the above, the Service Provider shall not be relieved of liability as defined herein to the City for damages sustained by the City by virtue of any breach of the Agreement by the Service Provider and the City may withhold any payments to the Service Provider for the purposes of setoff until such time as the exact amount of damages due the City from the Service Provider is determined.

The City of Lancaster may terminate any contract resulting from this procurement, in whole or in part, when it determines that such termination is in the best interest of the City of Lancaster. Any such termination shall be effected by delivery to Service Provider of a notice of termination specifying the extent to which performance under the contract is terminated, and date upon which termination becomes effective.

In the event of any termination, the Service Provider will be paid the agreed-upon rate for services delivered up to the date of termination. The Service Provider shall deliver all records, equipment, and materials to the City of Lancaster immediately, unless otherwise agreed upon.



SECTION III – PROPOSAL INSTRUCTIONS

3.1 *Timetable*

The following timetable is provided as a guideline for various benchmarks. Actual dates may vary, except for the pre-proposal meeting and closing dates.

Notice will be advertised in the newspaper June 4, 2010. The RFP will be available by request through the Service Safety Director's office (740) 687-6608 or on the web at <http://www.ci.lancaster.oh.us/dept/transit/>.

A pre-proposal conference will be held on June 29, 2010, at nine-thirty o'clock in the morning (9:30 a.m.) at the Lancaster Public Transit Facility located at 746 Lawrence Street, Lancaster, Ohio 43130. A tour of the facility will be given at that time.

Service Providers with specific questions and clarification concerns shall submit such questions and concerns no later than July 30, 2010, to the Service Safety Director. All questions must be submitted in writing.

All written proposals are due in the Service Safety Director's office by 11:00 a.m., August 26, 2010. The proposals will be publicly opened and the name of the company will be read aloud by the Service Safety Director or his authorized representative at eleven o'clock in the morning (11:00 a. m.), local time on August 26, 2010, at the City Municipal Hall, located in the basement at 104 E. Main Street, Lancaster, Ohio 43130.

Date Advertised	June 4, 2010
Pre-Proposal Meeting	June 29, 2010
Last date for questions	July 30, 2010
Proposals Due	August 26, 2010
Intended Award Date	October 31, 2010
Contract Execution	November 15, 2010

3.2 *Pre-Proposal Meeting*

A pre-proposal conference will be held on June 29, 2010, at nine-thirty o'clock in the morning (9:30 a.m.) at the Lancaster Public Transit office located at 746 Lawrence Street, Lancaster, Ohio 43130. A tour of the facility will be given at that time. For information regarding the pre-proposal meeting, contact the Service Safety Director, servicedirector@ci.lancaster.oh.us.

Service Providers with specific questions and clarification concerns shall submit such questions and concerns in writing, no later than July 30, 2010, to the Service Safety Director. Questions and/or clarifications that were not answered at the pre-proposal conference or arise thereafter shall also be directed in writing to the Service Safety Director, 104 East Main Street, Lancaster, Ohio 43130 or email servicedirector@ci.lancaster.oh.us. **No phone calls will be accepted.**

Proceedings of the pre-proposal conference, as well as answers to questions, clarifications, corrections, and any changes, will be distributed to all Requests for Proposal recipients **by e-**

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mail. All requests for exemptions and amendments to this RFP and/or service requirements shall be **in writing** to the Service Safety Director.

Lancaster Public Transit System shall not be responsible in any manner for verbal answers or instructions regarding this Request for Proposal.

Any Public Record request must be formally requested to the City of Lancaster Law Director's Office located at 123 E. Chestnut Street (PO Box 1008 by mail), Lancaster, Ohio 43130. Any such request is preferred to be in writing; however, any such request, verbal or in writing shall specifically detail the information requested from the Law Director's Office. The City reserves the right to charge a fee for photocopies of documents pursuant to Ohio Law.

3.3 Receipt and Opening of Proposals

The City of Lancaster invites proposals in accordance with the guidelines hereinafter detailed.

The deadline for submittal of proposals is 11:00 AM on Tuesday, August 26, 2010. Service and cost proposal packages should be submitted as one original and six copies of each in separate, sealed envelopes labeled "Service Proposal for City of Lancaster Public Transit System (LPTS)" and "Cost Proposal for City of Lancaster Public Transit System (LPTS)" and sent to:

Service Safety Director
City of Lancaster
104 East Main Street
Lancaster, Ohio 43130

Letters should include a contact name, address, phone number and e-mail.

All Respondents are notified that disadvantaged and women-owned enterprises are encouraged to submit responses to this request. The City of Lancaster will ensure that respondents to this request will not be discriminated against based on sex, race, color, creed or national origin in consideration of an award. Request for Proposal packages are available on the City website at <http://www.ci.lancaster.oh.us/dept/transit/> or by contacting Service Safety Director's Office at (740) 687-6608.

This project is funded by a Rural Transit Program operating grant through the Ohio Department of Transportation in compliance with the Federal Transit Administration, along with City and County local funds. The City of Lancaster retains the right to reject any or all proposals, and to withdraw this solicitation at any time. The City of Lancaster is an equal opportunity employer.

Authorized by City of Lancaster Resolution No. 54-10

All proposals and supporting proposal documents become public information after award or rejection of all proposals and are available for inspection by the general public.

Any proposals received after 11:00 AM on Tuesday, August 26, 2010, shall not be accepted or considered and shall be returned unopened.



The City may consider irregular or informal any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any irregularities and informalities or reject any and all proposals. Failure to submit required documents will result in automatic rejection of proposal. Proposals may be withdrawn or modified prior to the proposal opening. All such transactions must be submitted in writing and received prior to the proposal opening.

3.4 *Format of Proposals*

Proposals must be accompanied by a cover letter, signed in ink by an individual, by one or more of the members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Service Provider legally qualified and acceptable to the City, which states that the information contained within the proposal is accurate and complete as of the date of submission. Further, the cover letter shall state how much time Service Provider would require from notification of award to commencement of services.

If the Proposal is made by an individual, the name, business address, phone number and e-mail address of that individual must be shown; if as a joint venture, the name, business address, and phone number of each member or officer of the firms represented by the joint venture must be shown; if by a corporation, the name of the state under the laws of which the corporation is chartered and the name and title of the officer or officers having authority under the by-laws to sign contracts, and the name of the corporation, business address, and phone number of its corporate officials must be shown; or if by any other business entity the Director shall require the names, addresses and phone numbers of the responsible officers of such entity.

Anyone signing a Proposal as agent must file with it legal evidence of one's authority to do so.

Before a contract will be awarded to a foreign corporation or a person or partnership non-resident to the State of Ohio, such foreign corporation, person or partnership non-resident shall file with the Secretary of State a power of attorney designating his or its agent or the Secretary of State, as agent, for the purpose of accepting service of summons, in any action in law or equity, or both, brought in the State of Ohio.

Each Proposal must be made on the Proposal forms included herein. All blanks must be appropriately filled in with ink or typewritten. A neatly typed document of reasonable length, using any forms provided, is required. All information must be legible. Any and all corrections and/or erasures must be initialed and dated. The Proposal form must be fully completed and executed when submitted.

Proposals should be inserted into a three-ring notebook that allows for easy access for copying and indexed tabs used for ease of locating sections and attachments and for easy comparisons. The reviewer must be able to easily copy and use each exhibit as needed.

In accordance with Appendix A "Submittal Packet," attached hereto and incorporated herein, the following documents shall be executed in full and must be submitted with the

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Proposal:

- a. Cover Letter;
- b. Submittal Checklist;
- c. Proposal to Operate the Public Transit System for the City of Lancaster, including the following sections and attachments;
 1. Identification of Respondent
 2. Legal Status of Organization
 3. Description of Organization (Attachment 2-A)
 4. Most recent completed financial audit
 5. Service References (Attachment 2-B)
 6. A list of all clients for the last 5 years
 7. Credit References (Attachment 2-C)
 8. Managers for Service Provider
 9. Proposed SubService Providers and Consultants (Attachment 2-D)
 10. Disadvantaged and Small Business Status (Attachment 2-E)
 11. Pending Litigation
 12. Prior Contract Performance
 13. Detailed Cost Proposal (Attachment 2-F)
 14. Maintenance Program, Policies, and Procedures (Attachment 2-G)
 15. Vehicle inspection and cleaning procedures
 16. Driver Standards, Training and Safety Programs, including names of agencies/companies that will provide passenger sensitivity and defensive driver training. (Attachment 2-H)
 17. Service Description (Attachment 2-I)
 18. Comment/complaint procedure
 19. Implementation and Management Plan (Attachment 2-J)
 20. Outline of Safety Policy and Emergency Procedures (Attachment 2-K)
 21. Insurance (Attachment 2-L)
 22. List of accident claims paid out as part of any transportation service operated by the proposer for the past three years.
 23. Proposal Page (Attachment 2-M)
 24. Statement of Proposal (Attachment 2-N)
 25. Non-Collusion Affidavit (Attachment 2-O)
 26. Proposal Bond (Attachment 2-P)
 27. Samples of transit related marketing plans
 28. Comments or suggestions on how current service could be improved upon
- d. Sample of Personnel Record Keeping Documents; and,

All documents may be submitted in one packet; however, the Proposal to Operate the Public Transit System for the City of Lancaster shall be in one sealed envelope and the Detailed Cost Proposal shall be in a separate sealed envelope. Failure to submit in separate sealed envelopes will result in automatic rejection of proposal.



Respondent shall use the Submittal Checklist, attached hereto and incorporated herein as Attachment 1, to ensure completeness of the submission package. Proposals not accompanied by the required forms, at the discretion of the City, may be determined to be irregular.

One (1) original and six (6) copies of the entire proposal must be submitted with the original marked and the remaining copies consecutively numbered from 1 to 6.

The City reserves the right to interview prospective Service Providers and their anticipated staff prior to the awarding of the project. If selected for interview, three additional copies of the proposal in addition to the following must be presented to the interviewers at the time of interview:

- a. Policy and procedure manual;
- b. Employee handbook;
- c. Outline of a plan to implement the drug/alcohol federal requirements: 49 CFR, Parts 655, 49 CFR Part 40, Procedures; and,
- d. Outline of blood borne pathogens plan.
- e. References for subservice providers & consultants
- f. Safety Policy and Emergency Procedures Manual

Expenses incurred in developing and submitting a proposal is borne entirely by the Service Provider.

The proposals and their contents are considered Public Records in the State of Ohio.

3.5 Interpretation of Quantities

The quantities appearing in the proposal are approximate only and are prepared for the comparison of Proposals. Payments to the Service Provider will be made only for the actual quantities of work performed and accepted in accordance with the contract. The scheduled quantities of work to be done may be increased, decreased, or omitted as hereinafter provided.

Each Service Provider must satisfy themselves of the accuracy of the estimated quantities in the Proposal by examination of the Request for Proposal and specifications including Addenda. After Proposals have been submitted, the Service Provider shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be performed.

3.6 Inconsistencies, Interpretations and Addenda

No interpretation of the meaning of the specifications, contract documents or other pre-proposal documents will be made orally to any Service Provider. The City will not be responsible for explanations or interpretations, except as issued in Addenda. All Addenda so issued shall become part of the contract documents.

All changes in connection with this proposal will be issued in the form of a written addendum and e-mailed to all known Service Providers not less than ten (10) days prior to the proposal due date. Signed acknowledgement of receipt of each addendum must be submitted with each proposal. Oral instructions, clarifications, and additional information supplied by Lancaster Public Transit System representatives are not binding.



Any inconsistencies discovered within the specifications or contract documents shall be brought to the attention of the City Administration for clarification. Such a request shall be submitted by the prospective Service Provider in writing. Clarification of the apparent inconsistency shall be made in writing by the City's authorized representative. Such clarification shall become part of the contract documents and shall be binding on all parties thereto. The Service Provider shall not proceed with any work which would be affected by the clarification until such time as the Service Provider has received such written clarification.

3.7 Protest Procedure

If Service Provider objects or protests any provision of the Request for Proposal, such objection must be filed with the City Administration, Service Safety Director, 104 East Main Street, Lancaster, Ohio 43130, in writing no later than five (5) days prior to the proposal opening. Furthermore, Service Provider is additionally encouraged to include such objections and protests to their proposal as a separate section and marked "Exceptions." No phone calls will be accepted.

Objections and protests to any provision of the Request for Proposal shall include the name and address of the protestor, the name/title of the project, a statement of the grounds for protest, any supporting documentation and additional materials in support of an initial protest and a statement detailing the relief sought or desired from the City.

The City will acknowledge receipt of protest within ten (10) days after receipt. Decisions will be rendered within thirty (30) days after receipt of the protest unless additional information is requested and/or provided by the protestor.

A Notice of Appeal must be filed with the City Administration within five (5) days of the decision. An appeal may also be filed with the Ohio Department of Transportation, only after all local avenues have been exhausted, in accordance with the Protest Procedures of the Ohio Department of Transportation.

3.8 Irregular Proposals

Proposals will be considered irregular and may be rejected for the following reasons:

- a. If the Proposal is on a form other than that furnished by the City; or if the form is altered or any part thereof is detached.
- b. If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
- c. If the Service Provider adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a Proposal limiting the maximum gross amount of awards acceptable to any one Service Provider at any one proposal letting, provided that any selection of awards will be made by the City.
- d. If the Proposal does not contain a price for each pay item listed except in the case of authorized alternate pay items or lump sum items.



- e. If the Proposal is not signed by the Service Provider and does not contain an executed affidavit of Authority.
- f. The Service Provider fails to return the complete proposal and all required documents.

The City of Lancaster reserves the right to accept, reject, or waive any irregularities or informalities in any proposal made for the project at any time within thirty (30) days following the receipt of proposals.

3.9 Right to Disqualification

The City reserves the right to disqualify or refuse to consider any Proposal if a Service Provider is in default for any of the following reasons:

- a. More than one proposal for the same work from an individual, firm, or corporation under the same or different name, or corporation under the same name or corporations with one or more of the same persons as officers of such corporations, or corporations who are holding companies, parent companies or holding companies which are subsidiaries of such corporations;
- b. Evidence of collusion among Service Providers. Participants in such collusion will receive no recognition as Service Providers for any future work of the City for a period of three (3) years;
- c. Proposal prices which obviously are unbalanced;
- d. Lack of competency and/or adequate machinery, plant and other equipment, as revealed by experience statement required by the Proposal, or by subsequent investigation;
- e. Uncompleted work, whether or not with the City, which, in the judgment of the City, might hinder or prevent the prompt completion of additional work if awarded;
- f. Failure to comply with equal employment opportunity requirements;
- g. Failure to perform previous contracts adequately or a breach of prior contracts, whether or not the breach was waived by the City at a prior time.
- h. For any other reasonable cause.

3.10 Withdrawal of Proposals

Any Proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof, provided a written request is submitted to the Director. The Proposal will be returned to the Service Provider unopened.

No Service Provider may withdraw a Proposal within sixty (60) days after the actual date of the opening thereof.

3.11 Proposal (Bid) Guaranty

Each Proposal must be accompanied by a Proposal/Bid Guaranty, payable to the City. The bond submitted with the proposal shall be in the form provided with the proposal documents. The amount of the bond shall be one-hundred (100%) percent of the amount of the bid as it is also a



contract bond. The bond shall be accompanied by the appropriate power of attorney and a copy of the Surety's "Certificate of Compliance" from the State of Ohio.

Alternate forms of proposal security as provided for in ORC 153.54 as follow:

- a. Certified check
- b. Cashier's check
- c. Letter of credit

The amount of the above alternate forms of proposal guaranty shall be equal to ten percent (10%) of the proposal. If a letter of credit is used, it shall be directed to the City and shall state the specific purpose; i.e. proposal security for the designated project to be applied in accordance with the provisions of ORC 153.54.

The Proposal/Bid Guaranty shall provide for the requirements of Section 153.54 of the Ohio Revised Code, and provided that, upon the recommending of award of the contract, the Service Provider will enter into a contract and furnish a contract bond in accordance with Section 5.1, the Proposal, contract documents, plans and specifications.

The successful Service Provider upon his failure or refusal to execute and deliver the executed contract and contract bond required within fifteen (15) days after receiving the Notice of Award, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with his bond.

3.12 Return of Proposal Guaranty

Upon the checking of Proposals the City will return the bonds of all but the three lowest responsive and responsible Service Providers. When an agreement has been executed the bonds of the remaining two unsuccessful Service Providers shall be returned. The Proposal Guaranty of the successful Service Provider shall be retained until the Contract Bond has been approved and executed, after which it will be returned.

3.13 Non-Collusion Affidavit

Proposers are required to file on forms furnished by the City and shall submit a completed Non-Collusion Affidavit at the time their proposal is filed.



SECTION IV – AWARD OF CONTRACT

4.1 Consideration of Proposals

All proposals submitted by the stated deadline will be opened, company name read aloud, and then they will be reviewed and analyzed by an evaluation team according to the items listed on the “Evaluation Criteria” form, attached hereto and incorporated herein as Appendix B.

An Evaluation Team will review and analyze each proposal. Proposals will be evaluated on the following rating criteria:

EVALUATION FACTORS:

TECHNICAL EXCELLENCE:	Understanding of requirements Methods/Techniques/
MANAGEMENT/CAPABILITY:	Cooperates with government Reputation/Experience Management skills & staff
COST	

A score of 100 is assigned to the lowest technically acceptable proposal. The remaining proposal costs are then scored by normalizing them to the lowest proposal score.

The right is reserved to reject any and all Proposals, to waive any technicalities or to advertise for new Proposals, if in the judgment of the City Administration the best interest of the City will be promoted thereby.

4.2 Award of Contract

The award of the contract, if it is awarded, will be made as soon as is reasonably possible with an anticipation of awarding the project no later than October 31, 2010. The successful Service Provider will be notified, by letter mailed to the address shown on the Proposal, that the Proposal has been accepted and that the contract shall be awarded subject to the Contract compliance.

Award of the project through a notice of award does not constitute a formal or binding agreement between the successful Service Provider and the City. Such a binding agreement shall only become effective upon full and proper execution of this Agreement by all parties.

4.3 Qualification of Service Providers

The City may make such investigation as it deems necessary to determine the responsibility of the Service Provider regarding the Service Provider's ability to perform the work. The Service Provider shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Service Provider fails to satisfy the City that such Service Provider is responsible and is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Proprietary information may be requested at this time.

4.4 Cancellation of Award

The City reserves the right to rescind any award of any contract at any time before the execution of said contract by all parties without any liability against the City.



SECTION V – EXECUTION OF CONTRACT

5.1 Requirement of Contract Bond

The successful Service Provider must within fifteen (15) days, after receiving notice of award and before execution of the contract by the City, furnish a contract bond in the form provided by 153.57 of the Ohio Revised Code in the full amount of the first year of the Proposal. Said bond shall cover the entire contract including the guarantee period of one (1) year after substantial completion. The successful Service Provider's failure to return the contract with a valid contract bond shall be deemed a refusal by the Service Provider from entering a contract and shall release the City from all obligations to the Service Provider.

5.2 Personal Property Taxes

The person or company will, at the time of proposal, supply a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the Proposal was submitted with any delinquent personal property taxes on the general tax list of Personal Property of Fairfield County, Ohio **OR** that such person was charged with delinquent personal property taxes on such list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. A copy of such statement shall be incorporated into the contract by and between the Proposer and the City, pursuant to Section 5719.052 of the Ohio Revised Code. The statements required are found with the proposing documents.

5.2.1 City Income Tax

Service Providers working for the City of Lancaster are required to register with the Lancaster City Income Tax Office at the time the contracts are signed.

5.2.2 Discrimination and Intimidation

The prohibition against discrimination and intimidation on account of race, creed or color is stated in Sections 153.59, 153.591, and 153.60 of the Ohio Revised Code, these sections shall be made a part of these specifications the same as if written in full within.

5.3 Execution of Contract

The contract shall be signed by the successful Service Provider and returned, together with the contract bond and all other required contract documents, within fifteen (15) days after the Service Provider has received notice of award. The successful Service Provider is required to sign the contract agreement, without changes, in the exact format forwarded to the successful Service Provider.

5.4 Failure to Execute Contract

Failure of the Service Provider to execute the contract and file an acceptable contract bond shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsive and responsible Service Provider, or the work may be re-advertised as the City may decide.



SECTION VI – DETAILED SPECIFICATIONS

6.1 *Service Hours*

City of Lancaster Service - The Service Provider will provide same-day demand responsive curb-to-curb public transportation service within the City of Lancaster, and to contracted organizations, during the hours of 6:00 a.m. to 9:00 p.m., Monday through Friday, Saturday-7:00 a.m. to 6:30 p.m., excluding six (6) major holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day). This is a share ride service. County service is available during the same hours on a limited basis, and only if a driver is available.

City of Pickerington and Violet Township Service – The Service Provider will provide curb-to-curb public transportation service with twenty-four hours advanced notice for City of Pickerington and Violet Township during the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, Saturday-9:00 a.m. to 5:00 p.m. Same day service will be provided if possible and only if space and time allow. The Service Provider will provide same-day demand responsive curb-to-curb public transportation service to contracted organizations. This is a share ride service.

In the event of a change in Federal, State, local funding availability or for any other reason determined to be in the best interest of the County, the Board of Commissioners reserves the right to increase or reduce the level or service, add or delete service area(s), or make any other change to WCTS deemed necessary at any time during the term that this RFP is in effect. The hourly rate paid to the Service Provider shall not change and any subsequent hourly rate adjustments shall be in accordance with the procedures listed in “Project Duration”.

6.2 *On-time Performance*

Customers of the Lancaster Public Transit System will generally fall within one of the following two classifications: Same Day Customers and Advance Reservation Customers. The City of Lancaster considers on-time and prompt service to these customers as a very high priority. Common trips purposes include, but are not limited to: medical appointments, work, education, access to food, and recreational (the bulk of all trips being for medical and/or work). At this point in time, we have the capacity to seat 92 individuals at one time (including a limit of 10 wheelchairs).

Same Day Customers are those customers requesting fluctuating service without making prior reservations or arrangements. Customers may be denied service if all vehicles are full or may be asked to negotiate a different pick-up time than they originally requested. The provider must attempt to negotiate a new time for the service within the one hour window before and after the requested trip time, or the call shall be recorded as a denial. Provider shall log and maintain a record of all denials, turndowns and refusals (unmet needs) of service as defined by ODOT.

Advance Reservation Customers (the majority of our ridership) are those customers that make advanced reservations for service. These customers shall be picked up and served within 15 minutes of the pick-up time agreed upon between the customer and Lancaster Public Transit System and shall arrive at their destination prior to their scheduled drop-off time. Failure to serve the Advance Reservation Customers within 15 minutes, before or after, the scheduled pick up time will be considered untimely.



Service Provider must strictly adhere to the time requirements imposed by the Lancaster Public Transit System and must complete on-time performance at a minimum of ninety-five percent (95%) of the service calls. The Service Provider will endeavor to group passengers onto vehicles to the maximum practical extent, consistent with performance measures and requirements. Service Provider is entitled to re-schedule pick-up times, when reasonably necessary and according to demand, without penalty under this section.

Service Provider will provide equivalent demand responsive service for the disabled.

6.2.1 Performance Measurements

The Service Provider is required to complete a minimum of 99% of all trips scheduled and accepted. Trip completion is defined as picking up and delivering a passenger. In cases when the vehicle is present and the passenger is not available or refuses to travel, the trip is considered complete.

The Service Provider must meet a standard of 2.8 passengers per vehicle hour average or better 90% of the time.

6.2.2 Penalties

The Service Provider must meet all previously listed performance measurements. Failure to do so will result in a 3% deduction in the monthly invoice amount for that given month.

Or

Any given month, when the Service Provider falls below the 95% standard, liquidated damages of \$1,000.00 may be assessed. Trips that are not serviced within 60 minutes will result in liquidated damages of \$50.00 per pick up.

6.3 In-Vehicle Time

Passengers shall not be in a Lancaster Public Transit System vehicle for a consecutive period of time longer than forty-five minutes in the city limits and 90 minutes going to Columbus. Upon agreement of the customer, exceptions may arise to this requirement in cases where the length of travel between pick-up and drop-off locations is substantial.

6.4 Passenger Assistance

The Service Provider is required to assist ADA eligible clients and private contract clients to/from the vehicle or boarding and alighting from the vehicle. Service Provider is permitted and encouraged to assist with carrying bags/parcels between vehicle and entranceway of the place of origin or destination. Under no circumstances shall a Service Provider employee enter the passengers' place of residence.

Each of the Service Provider's drivers is required to have the safety belts for each passenger fastened. Drivers are also required to have each child under age 4 or less that 40 pounds properly restrained in a child safety seat. It is the responsibility of the child's guardian to provide child safety seats, although Lancaster Public Transit System does have four child seats available upon request (first come first serve basis).



Each of the Service Provider's drivers operating accessible vehicles must use proper procedures, as taught by the Service Provider, for securing wheelchairs in the vehicle. Drivers must use proper safety procedures while moving a wheelchair on the vehicle lift. Drivers operating accessible vehicles must be properly trained and must hold appropriate licensing to operate such vehicle.

6.4.1 Reservations and Dispatching

The Service Provider shall provide reservation, scheduling, and dispatching services on behalf of the Lancaster Public Transit System. The City will provide telephone capabilities for this requirement. Reservation and scheduling services shall be available during all service hours. Long distance calls will be the responsibility of the Service Provider.

6.4.2 Telephone Requirements

The telephone is the primary interface between passengers and Lancaster Public Transit System. Therefore, each proposer shall describe how they plan to ensure that, during operating hours, every scheduling call is either answered or queued (no busy & no voicemail). Said Plan shall include any necessary technical data, including, but not limited to product information and a timeline for implementation. The current toll-free phone number will continue to be used and proposer must describe how they will accomplish this transition (if applicable).

6.5 Personal Care Attendants

The Service Provider will not supply personal care attendants to assist with customers of the Lancaster Public Transit System. Personal care attendants are permitted to accompany customers and the Service Provider must allow a passenger to provide his or her own attendant, if so requested. The attendant will **not** be required to pay a fare. The Service Provider can not determine when a PCA is needed.

6.6 Conduct within the vehicles by Drivers and Passengers

Unauthorized concealed weapons, smoking, expectorating, eating, and consumption of alcoholic or other beverages by drivers or passengers while on board any vehicle engaged in performing service for the City is not permitted.

Rude, offensive, and abusive language or behavior is also prohibited by drivers or passengers with the exception of those with medical excuses. Passengers can be denied service for such behavior, and the length of time to be determined by the offense.

Sexual harassment or consensual sexual activity is strictly forbidden by drivers or passengers. Driving while under the influence of drugs and/or alcohol is strictly forbidden. The City will exclude any driver from this program who is found to be driving while under the influence of drugs and/or alcohol and may, if it so chooses, exclude any driver whose personal behavior violates the smoking, eating, drinking, abusive behavior/language or expectorating provisions. Service Provider shall subject all of its employees in safety sensitive positions to the drug and alcohol-testing program as required by the United States Department of Transportation, Federal Transit Administration. Any driver must be immediately available for drug and alcohol testing upon request of either the Service Provider or the City. Drivers must submit to any request made by the Service Provider or City or a Law Enforcement Officer to give a breath or urine sample if



such request relates to any driver's operation of a motor vehicle. Driver must submit to any/all tests requested by Service Provider, City or Law Enforcement Officer.

Drivers are not to smoke while transporting passengers. Drivers are not to fuel vehicles while transporting passengers. Drivers are not to have repairs while passengers are on board. Drivers are not to interrupt a boarded passenger trip by stopping to do personal business such as but not limited to shopping, smoking, breaks, etc.

6.7 Personnel

The Service Provider shall provide the necessary personnel and the necessary training to those employees to ensure acceptable work performance and compliance with the requirements of the Lancaster Public Transit System.

All employees and personnel of the Service Provider who perform any services shall at all times, be considered and remain employees of the Service Provider, and the act of performing any services hereunder shall in no way make such persons employees of the City of Lancaster for any purpose. The Service Provider shall employ the minimal amount of persons in accordance with fulfilling this Agreement in order to complete the terms of this Agreement. Further, Service Provider shall fully satisfy payment for work performed. Without any additional expense to Lancaster Public Transit, the Provider shall comply with the requirements of employee liability, Worker's Compensation, employment insurance, Social Security, and all other applicable laws.

No respondent to this RFP shall in any way, directly or indirectly, discriminate against any person because of race, color, handicap, sex, national origin, or religious creed.

Due to the public view and direct contact employees have with the public of the City of Lancaster, Service Provider shall consult with and work cooperatively with the City on personnel staffing and employment decisions. Further, the City of Lancaster reserves the right to demand removal from the Lancaster Public Transit System project only, for just and reasonable cause, any personnel furnished by the Provider. Similarly, Service Provider shall not, without prior written notice to City of Lancaster, terminate or relocate key personnel at any time during the term of this Agreement. Failure by the parties to concur on personnel matters, including but not limited to the removal of employees, shall be cause for termination of the contract by the City. The City of Lancaster, ODOT, FTA or their designee(s) will have reasonable access to key personnel including, but not limited to operations manager, dispatchers and drivers.

Service Provider shall maintain personnel records for each employee that include, but shall not be limited to, certificates of training and dates of such training, acknowledgments of receipt of policy and procedure manual, drug and alcohol testing results, and all other personnel information. Service Provider shall provide in the proposal packet a copy of anticipated record keeping forms and procedures to be utilized in accordance with this contract.

The Service Provider will issue each approved driver a photo identification card. Drivers are required to prominently display at all times their identification card, in clear view, on board the vehicle they are driving, or on their person.

Lancaster Public Transit System

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In the interests of efficiency, regarding economical, time, and training issues, the City finds that retaining current employees providing services for the Lancaster Public Transit System is a sensible and encouraged business practice. Service Provider shall designate within the proposal packet their interests, if any, in retaining those current employees. The current Service Provider does offer retirement and insurance benefits to current full-time drivers.

6.7.1 Project Manager

The Provider shall employ and designate one (1) Project Manager to work jointly with the Public Transit Administrator and oversee the daily operations of the service provided to the Lancaster Public Transit System. The Project Manager shall have at least two years of experience of public transit in the State of Ohio, and be an on-site manager to conduct business from the office of the Lancaster Public Transit System. Due to the Project Manager's critical role within the Lancaster Public Transit System, the City shall be entitled to participate in the selection and employment process of the Project Manager and shall have equal rights to refusal in selecting the Project Manager. The Project Manager will be required to meet with the City of Lancaster officials regularly to review and discuss the service. The Project Manager will assist City personnel with compiling the required information for the City's preparation of the grant applications for funds from local, state and federal sources and assist the City in the generation of contracts in meeting its local cash needs for the transportation project.

6.7.2 Office Staff

The Service Provider will supply a sufficient number of employees to staff the office at all required times and perform all necessary tasks associated with the services requested by the Lancaster Public Transit System, as mutually agreed upon by the Service Provider and the City. The Provider will be responsible for training these employees on the policies and procedures of the Lancaster Public Transit System to ensure acceptable work performance and compliance with the requirements of the Lancaster Public Transit System. Tasks to be completed by this office staff include, but shall not be limited to, administrative functions of the Lancaster Public Transit System, receiving and responding to telephone inquiries of the citizens of the City of Lancaster, accept and arrange reservations for customers, perform radio dispatching functions, maintain vehicle logs and records and attend training and meetings when required.

Dispatchers shall maintain dispatching software for each day of service. The software will include scheduled and actual pick-up times, drop-off times, mileage, driver hours, no shows, fares collected and other pertinent information. Incomplete log information for each incident of service will be treated as a late ride and will be subject to default as stated in Section 6.2. Dispatching software (RouteMatch Software®) licensed to the City is available and will be used by the Service Provider. Customer service will be emphasized and a priority. This dispatching software licensing is to the City of Lancaster and will remain the property of the City's. Samples of the software can be viewed on the website <http://routematch.com>. Lancaster Public Transit is currently in the process of acquiring RouteMatch® basic to implement as scheduling software, full implementation to be completed prior to Service Provider start date.

6.7.3 Drivers

The Provider shall supply a minimum number of full time and part time qualified personnel to operate the equipment and vehicles to adequately provide the services requested in this request

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for proposals, as mutually agreed upon by the Service Provider and the City. The Provider will be responsible for training these employees on the policies and procedures of the Lancaster Public Transit System to ensure acceptable work performance and compliance with the requirements of the Lancaster Public Transit System. Tasks to be completed by drivers include, but shall not be limited to, operating the vehicles and equipment of the Lancaster Public Transit System in a safe manner and in accordance with the laws of the State of Ohio and City of Lancaster, Ohio, transporting passengers to designated locations throughout the service area of this Agreement, potentially assist passengers in and out of the vehicles, collect fares from customers and attend training and meetings when required. Drivers will be required to maintain vehicle logs for each day of service. Logs will include scheduled and actual pick up times, beginning and ending mileage, driver hours, no shows, and other pertinent information.

All employees shall, during the course of their employment, practice good hygiene and will be neatly and cleanly dressed, and will maintain a courteous and cooperative attitude when in contact with the public. Drivers must wear uniform shirts that identify them as transit provided by the Service Provider and be well groomed. All operators in the program are responsible for the proper care and cleaning of the garments they wear while on duty.

Service Provider should describe in detail its plan to assure the operators maintain a clean, neat and professional appearance at all times. T-shirts with the company logo will be allowed but must meet the criteria stated above.

Identification must be worn during all hours of employment during any function organized by City or Service Provider.

- All drivers must be at least 21 years old, pass the DOT physical exam, be properly licensed in the State of Ohio. In addition, drivers who will be operating vehicles seating more than sixteen (16) passengers (including the driver) or weighing more than 26,001 pounds must possess a valid Commercial Driver's License (CDL) and meet all CDL requirements.
- Under no circumstances will a driver convicted of a felony or drug/alcohol offense in the past 5 years, be allowed to participate in the project.
- Negative result on prior to hire drug or alcohol screen
- Before hiring an applicant for employment the transit system must obtain a valid copy of a signed statement from a licensed physician acting within the scope of the physician's practice declaring that the applicant does not have a medical condition or physical condition, including vision impairments that cannot be corrected, that could interfere with safe driving, passenger assistance, and emergency treatment activity or could jeopardize the health and welfare of a client or the general public. A physical may meet this requirement.
- A criminal records background check through the Bureau of Criminal Identification and Investigation (BCI) or by another means which meets or exceeds BCI (subject to County approval), must be conducted for all applicants. Under no conditions will a driver convicted of a felony or theft, domestic violence, assault, drug/alcohol, or sex related offense be allowed to participate in the Project



Checklist/Documentation for Required Driver Training

Employee Name: _____ Date of Hire: _____

TYPE OF TRAINING/WHEN REQUIRED	DATE OF INITIAL TRAINING	RENEWAL REQUIREMENT	DUE DATE OF RENEWAL
Prior to Hire:			
BCII Driver License check (must have fewer than 6 points)		Annual	
Criminal Background check: Bureau of Criminal Identification and Investigation (BCI) or by another means which meets or exceeds BCI (subject to County approval)		Initial Hire	
Negative result on pre-employment drug screen		Random Tests	
Meet DOT physical requirements		2 years / Annual for CDL	
Release of Prior Employer Drug Test (when applicable)		Initial Hire	
Prior to driving transit vehicle:			
Drug & Alcohol policy & testing program (60 minutes)		Initial Hire	
Bloodborne Pathogen policy		Annual	
Hazardous waste cleanup procedures		Initial Hire	
Hepatitis B – vaccination or declination stmt		No deadline	
Department & personnel policies & procedures		Annual	
Customer Service policy		Initial Hire	
Safety Policy/System Security & Emergency Preparedness Plan Training (SSEPP)		Initial Hire	
Client confidentiality/HIPAA requirements		Initial Hire	
PASSPORT Code of Ethics		Initial Hire	
ADA Compliance		Initial Hire	
Prior to being approved to transport clients:			
Five day driver training on board vehicle (minimum):			
Day One – Ride & observer driver/trainer; review operations		Initial Hire	
Day Two – Observe; begin use of radio & driver manifest		Initial Hire	
Day Three – Drive under supervision of driver/trainer		Initial Hire	
Day Four – Drive under supervision of driver/trainer		Initial Hire	
Day Five – Check ride by supervisor		Initial Hire	
-- Driver cannot be scheduled to drive until approved by supervisor -			
Daily operations:			
Radio operation and procedures		Initial Hire	
Proper completion of timesheets		Initial Hire	
Vehicle operations (pre-trip inspections, spotters, etc.)		Initial Hire	
Post-accident procedures		Initial Hire	
Fare collection & reconciliation with manifests		Initial Hire	
Correct completion of driver manifests and contract requirements		Initial Hire	

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Proper four point wheelchair tie-down procedures		2 years	
Within six months of hire & before transporting PASSPORT:			
DRIVE training: Passenger (& age) sensitivity & assistance		3 years	
Defensive Driving (National Safety Council)		3 years	
CPR		Annual	
First Aid		3 years	
Proper use of fire extinguisher		3 years	
As offered by the Agency or State:			
Drug Free Workplace		Annual	
Violence in the Workplace		2 years	
Sexual Harassment		2 years	
Any additional training offered or required by the City of Lancaster, Fairfield County, ODOT Office of Transit, FTA or contracts.			

Current employees who transfer to new Service Provider will be treated as new hires and must be drug tested.

Drivers will receive refresher courses as set by ODOT, FTA or PASSPORT.

Drivers will collect cash from the passengers. Some passengers may be eligible for transit service based on contracted service agreements and will not pay a fare. Such fares will be billed to the contracted agency. All fares must be reconciled by both the drivers and dispatchers.

The Service Provider is required to promptly notify the City in writing if it becomes aware that a driver is cited for a moving violation or any other traffic or criminal offense, while on or off the job.

A Drug & Alcohol Screen is Required Prior to Hire and for Post-Accident or Reasonable Suspicion. New hires must be drug tested in accordance with FTA in CFR 49 Part 655 as amended, and part 40 as amended. Current employees who transfer to new Service Provider will be treated as new hires and must be drug tested.

The substances being tested are those listed with FTA. Any employee who fails to submit to the test or to pass the test will be excluded from this program.

Drivers must be offered hepatitis shots at no cost to the drivers. Drivers who refuse must sign a waiver form.

In the interests of efficiency, regarding economical, time, and training issues, the City finds that retaining current employees providing services for the Lancaster Public Transit System is a sensible and encouraged business practice. Service Provider shall designate within the proposal packet their interests, if any, in retaining those current employees.



6.8 Vehicles

The City of Lancaster will supply all vehicles necessary to satisfactorily perform the services required by the Lancaster Public Transit System. Currently the city owns thirteen (13) vans/LTV's and two (2) sedans available for service. We are in the process expanding our fleet to fifteen (15) vehicles.

The City, upon request from the proposed, will provide the vehicles for inspection at a location, date, and time of the City's choice. The City of Lancaster's vehicles are listed on Exhibit 3. Fifty percent of the total required vehicles must be wheelchair accessible as required by ODOT. Vehicles will be tagged and lettered by the City.

Prior to use of any City-owned vehicle, a detailed inspection will take place with representatives of the Service Provider and the Transit System agreeing upon damage and wear. Except for normal wear and tear, vehicles will be returned to the Transit System upon the end of the contract in the same condition as the Service Provider received them. Final disbursement check for contracted public transit services provided by Service Provider will be withheld until all requested documents, vehicles, and other City property are returned in proper order and satisfactory condition. Service Provider shall be responsible for those damages that occur outside of normal wear and tear.

Vehicles owned by the City of Lancaster are to be used solely for the provision of this service. Personal usage and/or use for any other purpose shall be prohibited. Lancaster Public Transit System reserves the right to contract for 3rd party advertising on any and all vehicles.

The Lancaster Public Transit System provides a tobacco-free environment to the customers. All employees and customers are prohibited to smoke or otherwise consume any and all tobacco products in the Lancaster Public Transit System vehicles or within five (5) feet of the vehicle (including employee lunches or breaks). Service Provider is subject to a \$100.00 penalty for each violation by any employee or client.

6.8.1 Vehicle Specifications

All vehicles will have (at the minimum) the following:

1. First Aid Kit
2. Blood borne Pathogens Kit
3. Accident Investigation Kit
4. Accessibility Symbol
5. Ohio Public Transportation Logo
6. Wheel chair tie-downs (if applicable)
7. Seatbelt cutters
8. Brochures
9. Complaint Forms
10. Pre-trip/Post trip inspection sheets
11. Blanket
12. Fire Extinguisher
13. Umbrella
14. Flash Light
15. Two-way Radio



- a. Emergency Procedure in conspicuous areas
 - b. Exits-evacuation
 - c. Driver becomes incapacitated
16. No-Smoking sign
17. Flares or reflectors

6.8.2 Licensing

All vehicles are the property of the City of Lancaster, titled to the City of Lancaster and licensed by the City of Lancaster. In no way will these vehicles be used for purposes other than those obtained within this contract without the express written permission of the City of Lancaster.

6.8.3 On Board Video Monitoring

The successful proposer shall provide and install in all WCTS vehicles a vehicle video monitoring system equal to, or better than DriveCam TM within one (1) month of startup. Policies regarding driver training and monitoring shall be included in each proposal.

6.9 Fuel

The City of Lancaster will provide fuel for those vehicles performing service under this agreement through the City's co-op fuel purchasing. The Service Provider must be aware of fuel economy and will attempt to conserve when possible and encourage drivers to turn off vehicles when not in use for extended period of time. The Service Provider will follow the No-Idling Policy of the Lancaster Public Transit System.

6.10 Facility

Lancaster Public Transit will supply an office facility and garage located at 700 Lawrence Street and 746 Lawrence Street, Lancaster, Ohio 43130. The City shall maintain and pay all costs for utilities to the facility. Further, the City will provide and maintain the phone system for the Lancaster Public Transit System with the exception of long distance calls and cellular phones. An office for the City's Public Transit Administrator will also be located in the same building. There will be no alterations of any kind to the property without the consent of the City. Certain locations will be restricted to City personnel and will be pointed out during the pre-bid meeting and tour.

The Lancaster Public Transit System provides a tobacco-free environment to the customers. All employees and customers are prohibited to smoke or otherwise consume any and all tobacco products in the Lancaster Public Transit System facilities (refer to ORC 3794.0). Service Provider is subject to a \$100.00 penalty for each violation by any employee or client. An acceptable smoking location will be indicated and will be out of site of the public.

6.10.1 Radios and other equipment

The radio inventory list is on Exhibit 4. It is the responsibility of the Service Provider to insure and maintain the radios and repeater system along with the vehicles. At cost to the Grantee, the Pickerington driver shall be furnished with a cellular phone to stay in contact when out of the radio frequency limits.

Furniture and computer equipment listed in Exhibit 5 will be made available for use in the project. Any damage beyond regular wear and tear will be replaced by the Service Provider.



6.11 Safety/Inspections

The Service Provider will perform routine daily vehicle safety inspections prior to beginning the day's service as well as post trip. Vehicles failing this inspection will not be used until the reason for failure is corrected. For Passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. The City may inspect vehicles at any time and may bar a vehicle from service until the problem(s) discovered is/are corrected. All vehicles operating under the City of Lancaster will pass a yearly inspection by the Ohio State Highway Patrol or the City's Police Department. Yearly inspections will be the responsibility of the Service Provider.

6.12 Maintenance

Vehicle interiors and exteriors must be cleaned weekly. Vehicles reported as dirty for more than seven (7) consecutive days will result in liquidated damages of \$100.00 per vehicle per day. Liquidated damages will not be assessed for lack of cleanliness resulting from inclement weather.

6.12.1 Optional Maintenance Plan

The Service Provider should include an optional maintenance plan and cost proposal to provide and maintain an aggressive preventive maintenance program, with a written policy outlining maintenance procedures. This policy shall be included in the proposal packet submitted in response to this request. Vehicles will be safe, clean, and in good working condition while performing services under this contract. Service records must be kept for all vehicles and must be available for inspection by the Public Transit Administrator and/or designee during normal office hours.

All vehicles will be maintained at the Service Provider's expense in accordance with the manufacturer's specifications and ODOT's preventative maintenance manual. It will be the Service Provider's responsibility to schedule all maintenance. Vehicles will be kept clean, inside and out by the Service Provider. Proposers must develop a cleaning schedule and submit it to the City for approval. Proposers will describe how and where the vehicles will be maintained, and any maintenance system or procedure that may be used. The City shall be notified of major maintenance problems or when a vehicle is out of service for any extended time. Community service workers may be used to clean vehicles as long as they are properly supervised and have no violent offense in the past 2 years.

The City reserves the right to declare whether a vehicle is fit or appropriate to perform service for the Lancaster Public Transit System.

6.13 Claims

If, as a result of any operation performed under this contract, a claim is made against the City or the Service Provider, the Service Provider must verbally notify the City, with a complete and accurate description of the incident, within 24 hours. A written verification of such claim must be submitted to the City within 36 hours. The City shall notify the Service Provider of any claims reported directly to the City within 48 hours of receipt of the claim. In addition, the Service Provider must submit to the City any following or subsequent information received or pertaining to the incident in written form.



6.14 Accidents

The Service Provider must submit a copy of their Safety Program and accident policy. All passenger and vehicle related incidents/accidents resulting from service provided under this Agreement must be verbally reported immediately. Copies of accident reports need to be delivered to the Public Transit Administrator within 24 hours.

Any driver involved in any accident cannot leave the scene of the accident until authorized by a supervisor to do so. The Service Provider shall state in its Drug & Alcohol Policy that any driver involved in any accident must be drug and/or alcohol tested as soon as reasonably possible following the accident either under FTA's authority when applicable or the authority of the Service Provider.

All damages to vehicles will be repaired within thirty (30) days of occurrence in a high quality manner, regardless of cause.

6.15 Insurance

It shall be the responsibility of the Service Provider to protect the Service Provider, subService Providers, and the City from liability claims, which may arise from the Service Providers acts, omissions or operations carried out in connection with this Agreement. Refer to Hold Harmless Clause in Section 7.6.

The Service Provider shall secure Workers Compensation Insurance, Public Liability Insurance, vehicle insurance, as well as any other insurance which the Service Provider and City mutually determine to be necessary to carry out the provisions of this Agreement. Such insurance policy(ies) shall include the City and its employees and agents as additionally named insured and loss payee for all vehicles and equipment. Neither the insurance coverage to be obtained hereunder nor the insurance carrier may be changed or canceled unless the City is notified in writing no less than thirty (30) days prior to such change or cancellation.

Proof of coverage shall be provided to the City no later than ten (10) days prior to commencing service by one of the following methods:

- (a) Policy or policies naming the Service Provider, subService Providers and City of Lancaster as insured; or,
- (b) Certificate of Insurance, executed by the insuring company or its authorized agent indicating that the Service Provider has the specified coverage with the City of Lancaster as an additional insured under the public liability insurance policy pursuant to the terms and conditions of the Agreement.

6.15.1 Worker's Compensation Insurance.

The Service Provider shall procure and maintain, at no expense to the City, during the term of this agreement and in accordance with the laws of the State of Ohio, adequate Worker's Compensation Insurance for all employees performing services under this Agreement. The Service Provider shall provide the City prior to execution of the contract a copy of the Worker's Compensation Certificate showing that the Service Provider's Industrial Insurance premium has



been paid. Renewal certificates shall be timely furnished to the City throughout the term of this Agreement and upon request of the City.

6.15.2 Public Liability (Bodily Injury and Property Damage/Theft) Insurance.

The Service Provider will maintain physical damage, collision, theft and liability insurance on all vehicles which will protect the Service Provider, City of Lancaster, Ohio Department of Transportation, and the Federal Transit Authority from claims for damages to property and bodily injury including death, which may arise from, or in connection with, operation of the Project equipment by the Service Provider or by anyone directly or indirectly associated with the Service Provider. The amount of the liability guaranteed by the contract shall be not less than \$1,000,000.00 for damages for any one incident and not less than \$2,000,000.00 in the aggregate; said policy shall be filed with the Auditor of the City of Lancaster, Ohio prior to the effective date of the contract. Any deductible on such policies will be paid by the Service Provider. Deductibles and self-insured retainers, if any, will be identified in the proposal. Proposers must also identify their insurance agents and underwriting company. The City of Lancaster will be named as additional insured on all liability policies. All accidents and incidents must be reported to the Public Transit Administrator during the next business day.

The Service Provider will provide proof of insurance coverage no later than ten (10) days prior to commencing service.

The Service Provider further agrees to investigate, handle, respond to, and defend any and all such claims and to absorb all associated costs, even if such claims are groundless, false or fraudulent.

6.16 Billing

This contract will be based on cost reimbursement. The Service Provider will submit properly documented invoices as discussed in Accounting Records described below, not more than once a month for work actually performed. All invoices will be accompanied by a detailed explanation and justification for the funds requested, which shall include documentation for every vehicle hour billed. After reviewing and verifying invoices, the City of Lancaster will process said invoices and remit payment within thirty days, providing state and federal grant monies have been received.

6.17 Accounting Records

The Service Provider will establish and maintain in accordance with requirements established by the City of Lancaster, ODOT, and FTA, separate accounts for the project, either independently or within its existing accounting system to be known as the “Lancaster Public Transit Account”. The Project Account must be in accordance with the Uniform System of Accounts (USOA) in compliance with the National Transit Database chart of accounts and accounting definitions. **All records will be based on a January 1 to December 31st calendar year.** All costs charged to the Project, including any approved services contributed by the Service Provider or others, will be supported by properly executed payroll, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges in accordance with the rules and regulations of the City of Lancaster, ODOT, and FTA.



All accounting records will be retained for six (6) years following payment of the final invoice or completion of the final audit, whichever is longer.

6.18 Other Records and Reports

The Service Provider will be responsible for properly maintaining separate records for the transportation services as deemed necessary by the City of Lancaster, apart from other records. Such records include daily summary reports, monthly and quarterly performance reports to the City of Lancaster and performance reports submitted to ODOT as required. These performance reports must include financial, operating, inventory, and administrative reporting.

The Service Provider will be responsible for submitting In-kind Records to the Grantee on a monthly basis, and under no circumstances will the Service Provider include In-kinds as expenses on the monthly invoices.

The City of Lancaster will reimburse the Service Provider upon proper verification of actual service provided. Verification will be provided on a regular basis through the daily summary report. Submission of dispatch and driver logs and maintenance files will also be provided upon request. The City of Lancaster will withhold payment for services believed to be improper or which have failed to meet the service specifications.

Service Provider and all employees are to maintain accurate and complete trip data including but not limited to drivers logs or manifests as approved by Lancaster Public Transit.

6.19 Access to Records

The City of Lancaster, ODOT, FTA or their designee(s) will have access, at any time during operating hours, to the books, records and accounts of the Service Provider, pertaining to the Project. The Service Provider agrees to preserve and make available, for a period of six (6) years after payment of the final invoice, or after the annual audit, whichever are longer, any and all financial operations, administrative and maintenance records pertaining to the Project. All costs charged to the Lancaster Public Transit System shall be supported by properly executed payroll, time records, invoices, contracts or vouchers, evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of the City of Lancaster, Ohio Department of Transportation and the Federal Transit Authority.

The City shall perform periodical audits of the record keeping of the Service Provider. Upon a finding of overpayment by the City, the City shall withdraw overpaid amounts from future payments to the Service Provider.

The City may terminate the contract for falsification by the Service Provider and/or its agents and employees of any records submitted to the City or kept by the Service Provider (as required by this contract). Any employee who falsifies information to Service Provider or City with regard to hiring, accidents, or any matter related to his/her employment with Service Provider shall immediately be removed from the program. In addition, criminal charges may be pursued should the City find probable cause that criminal conduct has occurred.



6.20 Audit and Inspection

The Service Provider will permit the City of Lancaster, ODOT and FTA, or their agent to inspect all vehicles, facilities, and equipment purchased by the City of Lancaster, including those obtained through the Project, all transportation services rendered by the Service Provider by the use of such vehicles, facilities and equipment, and all relevant Project data and records. The Service Provider will submit an annual audit to the City of Lancaster by September 1. The audit must be in compliance with OMB Circular A-133; Audits of State, local government and non-profit organizations. Costs incurred for such audits must be reasonable and consistent with industry standards.

The Service Provider agrees the City of Lancaster, ODOT and FTA will be permitted to inspect all work, materials, payrolls and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project. The Service Provider further agrees to allow the City of Lancaster to participate in the management of the Project, including, but not limited to, the hiring and appointment of Project personnel. Any overpayment to the Service Provider as may be determined by an audit must be refunded to the City of Lancaster, ODOT, and FTA.

6.21 Modifications of Services

Upon mutual agreement and coordination of the parties, any and all modifications to the service provided by the Lancaster Public Transit System shall be publicly declared with a thirty (30) day notice published in local news publications. Following the thirty (30) day public notice, the City shall provide a thirty (30) day grace period for public comments and response prior to effectuating the modification. All modifications must be approved by the Lancaster City Council and the Ohio Department of Transportation.

6.22 Additional Scope of Services

The City reserves the right to set forth additional reasonable policies during the term of this Agreement, and such policies shall be binding upon the Service Provider upon written notice by the City provided that:

Such policies are not in conflict with express provisions of this Agreement, and the documents incorporated herein; and

Such policies would not reasonably be expected to increase the Service Provider's costs of performing its obligations under this Agreement or to decrease its revenues derived from providing services hereunder.

Where the City wishes to set forth additional policies, which do not meet the requirements of the preceding paragraph, such additional policies shall become binding only upon mutual agreement of the parties and approval by Ohio Department of Transportation. Any proposed change in this contract must not alter the agreement between the City and Ohio Department of Transportation.

6.23 Grievance and Protest Procedure

The Service Provider is required to make available in all vehicles copies of the City's Comment/Complaint form. For complaints or grievances, the customer shall notify either the

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Public Transit Administrator or the Project Manager of their complaint, through Complaint Form. Notice of complaint or grievance shall be reported to and mutually discussed by the Service Provider and Public Transit Administrator within two working days. Within 15 days of receipt of complaint, Public Transit Administrator or the Project Manager will advise customer of the resolution. Customer may appeal the resolution to the Lancaster City Council and subsequently to the Ohio Department of Transportation.

The Service Provider is required to make the City aware of all comments/complaints received by Service Provider or its employees and should not make attempt to resolve any comments/complaints without the knowledge or concurrence of the Lancaster Public Transit Administrator.

6.24 Marketing

Lancaster Public Transit will be responsible for all marketing opportunities to promote the service; however, at times the Service Provider will be required to participate (i.g. talks, presentations, meetings, etc.)

6.25 Lost and Found

Service Provider shall maintain a “Lost and Found” storage compartment for items left on vehicles. It will not be the responsibility of Lancaster Public Transit to pay any part of a trip to return items left on Lancaster Public Transit Vehicles.



SECTION VII – MISCELLANEOUS PROVISIONS

7.1 Severability

In the event that any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

7.2 Ownership Rights

In any event, all finished or unfinished documents, data, studies and reports prepared by the Service Provider under this Agreement shall, at the option of the City, become property of the City and the Service Provider shall be entitled to receive equitable compensation for any work satisfactorily completed.

7.3 Force Majeure

The Service Provider shall not be liable for any delay or failure in the performance of its obligations hereunder caused by strikes or other labor disputes, or other public disorders, or governmental or legal regulations or prohibitions, fire or other casualty, or other causes beyond its control.

7.4 Non Verbal Agreements

The City of Lancaster will be bound only by the written terms and conditions of this Agreement. This Agreement contains the entire agreement between the parties. This Agreement may not be modified by verbal statements of agreements.

7.5 Fiscal Funding

If this Contract is awarded to a Service Provider who is to be paid through any method other than a percentage of the funds collected, then such Service Provider understands that the City shall request appropriation of funds periodically to make payments to the successful Service Provider hereunder. If said funds are not appropriated by the City in a timely manner, the City shall not be obligated to pay a penalty to the Service Provider. Such an event shall not constitute an event of default by the City. The City agrees to promptly notify the Service Provider, in writing, of such a non-appropriation.

Should any member agency of Lancaster Public Transit System fail to appropriate funds necessary for the completion of the services provided under this contract, or if the funds received from the Ohio Department of Transportation or Federal Transit Authority, or by any other source, said contract shall be terminated when existing funding is exhausted, in accordance with Section 2.3 of this Agreement. In such instance, Lancaster Public Transit will provide 30 days advanced notification to the Service Provider.

7.6 Hold Harmless - Indemnify

The Service Provider will indemnify, protect and save the City, ODOT & FTA harmless from any acts, errors, or omissions of the Service Provider as it relates to the professional services described by this Agreement, for loss, claims, expenses, actions, causes of actions, damages, and obligations, financial or otherwise, arising from the Service Provider's performance of the work, its agents, employees, license, or invites, that directly result in injury to persons or physical



damage to property. The Service Provider shall not be liable or deemed to be in default for any delay or failure to perform under this Agreement for interruption of the services resulting, directly or indirectly, from any cause beyond the Service Provider's reasonable control.

Without limiting the generality of the foregoing, any and all such claims relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Service Provider further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

7.7 Subcontracting

None of the work or services covered by this Agreement shall be subcontracted without prior written approval of the City. Consent by the City to a subcontracting agreement shall not be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subService Provider. Further, no subcontract shall, under any circumstances, relieve the Service Provider of any liability and obligation under this Agreement. Any work or services subcontracted hereunder shall be specified by written contract reviewed by the City before execution, which contract shall explicitly state that it is subject to each provision of the Agreement.

7.8 Assignability

The Service Provider shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without prior written consent of the City provided, however, that the claims for money due or to become due the Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution. Notice of any such assignment or transfer shall be furnished promptly to the City.

7.9 Compliance with Laws, Regulations, and Directives

In performance of services under this Agreement the Service Provider shall comply with all statutes, ordinances, regulations and rules of the Federal Government, the State of Ohio, the County of Fairfield and the City of Lancaster which are applicable. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Ohio.

This Agreement is subject to the provisions of the Equal Employment Opportunity Program of the City of Lancaster. The Service Provider will at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964 as amended, Executive Order 11375 as supplemented in Department of Labor Regulations, 41 CFR, Part 60, and of the rules, regulations and relevant orders of the Secretary of Labor. Service Provider shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

Whenever under this Agreement City notices, approvals, authorizations, waivers, instructions or determinations are required, they shall be effective only when given either (1) in writing and



signed by the City or (2) by general issuance's or regulations issued from time-to-time by the City.

7.10 Safety

All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

7.11 Conflict of Interest

No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate, organization which is about to employ any such person, shall have any financial interest, direct or indirect, in the Service Provider or in this Agreement: and the Service Provider shall take appropriate steps to assure compliance.

The Service Provider agrees that it will not contract with any subService Provider in which it has any financial interest, direct or indirect. The Service Provider further covenants that in the performance of this Agreement no person having any conflicting interests shall be employed.

No member of or delegate to Congress shall be admitted to any share or part of such contract or to any benefit arising there from.



SECTION VIII – FEDERAL DIRECTIVES

8.1 Disadvantaged Business Enterprises (49 CFR Part 23)

It is the policy of the US DOT that DBE's have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds. Consequently, the DBE requirements of 49 CFR, Part 23 apply to this Agreement.

Service Provider must agree to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the Service Provider shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Service Provider shall not discriminate on the basis of race, creed, color, national origin, age, sex or disability in the award and performance of US DOT-assisted contracts.

The Service Provider shall not exclude DBE's from participation in business opportunities by entering into long term, exclusive agreements with non-DBE's for operation of major transportation-related activities for the provision of goods and services for the Project.

8.2 Fly America Requirements (49 U.S.C. 40118 & 41 CFR Part 301-10)

The Service Provider agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Service Provider shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Service Provider agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

8.3 CHARTER SERVICE AGREEMENT

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, to acquire or operate any public transportation equipment or facilities is required to enter into the following Charter Service Agreement. FTA may not provide Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C.133 or 142, for such projects until the Applicant enters into this Charter Service Agreement by selecting Category "09."

- A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR 604.4, the Applicant understands and agrees that it and each sub-recipient, lessee, third party contractor, or other participant in the project at any tier may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.



B. The Applicant understands and agrees that:

(1) The requirements of FTA regulations, “Charter Service,” 49 CFR part 604, will apply to any charter service it or its sub-recipients, lessees, third party contractors, or other participants in the project provide,

(2) The definitions of FTA regulations, “Charter Service,” 49 CFR part 604, will apply to this Charter Service Agreement, and

(3) A pattern of violations of this Charter Service Agreement may require corrective measures and imposition of remedies, including barring the Applicant, sub-recipient, lessee, third party contractor, or other participant in the project that has engaged in that pattern of violations from receiving FTA financial assistance, or withholding an amount (APPENDIX A)

of Federal assistance as set forth in FTA regulations, “Charter Service,” 49 CFR part 604, Appendix D.

8.4 School Bus Requirements (49 U.S. C. 5323(F) & 49 CFR Part 605)

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

8.5 Cargo Preference Requirements (46 U.S.C. 1241 & 46 CFR Part 381)

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities, which may be transported by ocean vessels.

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, materials, or commodities by ocean vessels.

The Service Provider agrees: 1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels; b) to furnish within 20 working days following the date of loading, for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, “on board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Service Provider in the case of a subService Provider’s bill-of-lading); c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

8.6 Energy Conservation Requirements (42 U.S.C. 6321 35 seq. & 49 CFR Part 18)

The Energy Conservation requirements are applicable to all contracts.

The Energy Conservation requirements extend to all third party Service Providers and their contracts at every tier and subrecipients and their subagreements at every tier.



The Service Provider agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

8.7 Clean Water Requirements (33 U.S.C. 1251)

The Clean Water requirements apply to each contract and subcontract, which exceeds \$100,000.

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Service Provider agrees to report each violation to the Purchaser and understand and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional office. (2) The Service Provider also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8.8 Lobbying (31 U.S.C. 1352 & 49 CFR Parts 19-20)

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey Contracts.

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5) and 49 CFR Part 19, Appendix A, Section 7.

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 (to be codified at 2 U.S.C 1601, et seq.)

Lobbying Certification and Disclosure of Lobbying Activities for third party Service Providers are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, “New Restrictions on Lobbying,” at 49 CFR 20.110(d).

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that Service Providers file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

Use of “Disclosure of Lobbying Activities,” Standard Form-LLL set forth in Appendix B of 49 CFR Part 209, as amended by “Government-wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96) is mandated by 40 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P. L. 104-65 (to be codified at 2 U.S.C. 1601, et seq) – Service Providers who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting



to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

8.9 Certification Regarding Lobbying (Appendix, 49 CFR PART 20) Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

The undersigned (Service Provider) certifies, to the best of his or her knowledge and belief, that:

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction [as amended by "Governments wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

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

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

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(a), any person who makes a prohibited expenditure or fails to file or amends a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Official Signature of Service Provider's Authorized

Official Name/Title of Service Provider's Authorized

Date

8.10 Access To Records And Reports **(49 U.S.C. 5325 & 18 CFR 18.36(i) & 49 CFR 633.17)**

Applicability to Contracts as follows:

If State Grantee: (a) For contracts below \$100,000, applies to those imposed on state pass thru to Service Provider and (b) for contracts above \$100,000/Capital Projects, applies to operational services, construction, architectural engineering, acquisition of rolling stock and professional services only if awards are non-competitive; also applies to construction if funded through 5307/5309/5311.

If Non State Grantee: Applies to all contracts.

FTA does not require the inclusion of these requirements in subcontracts.

The following "access to records" requirements apply to this Contract. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Service Provider agrees to provide the Purchase, the FTA Administrator, the Comptroller General of the United States or any of the authorized representatives access to any books, documents, papers and records of the Service Provider which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Service Provider also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Service Provider access to Service Provider's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.

Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 633.17, Service Provider agrees to provide the Purchaser, the FTA Administrator or his authorized representative, including any PMO Service Provider, access to the Service Provider's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs



described at 49 USC 5307, 53099, Or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and it's the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 19.48, Service Provider agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers, and records of the Service Provider which are directly pertinent to this contract for the purposes of making audits, reexaminations, excerpts and transcriptions.

Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1 through other than competitive bidding, the Service Provider shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Service Provider agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlements of claims arising from the performance of this contract, in which case Service Provider agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

8.11 Federal Changes (49 Part 18)

The Federal Changes requirement applies to all contracts.

The Federal Changes requirements flow down appropriately to each applicable changed requirement.

Service Provider shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement [Form FTA MA (6) dated October, 1999] between Purchase and FTA, as they may be amended or promulgated from time to time during the term of this contract. Service Provider's failure to so comply shall constitute a material breach of this contract.

8.12 Clean Air (42 U.S.C. 7401 et seq & 40 CFR 15.61 & 49 CFR Part 18)

The Clean Air requirements apply to all contracts exceeding \$100,000 including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

The Clean Air Requirements flow down to all subcontracts, which exceed \$100,000.



The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401, et seq. The Service Provider agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Service Provider also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8.13 Recycled Products (42 U.S.C. 6962 & 40 CFR Part 247 & Executive Order 12873)

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or Service Provider procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for “recovered material” will become effective May 1, 1996. These requirements apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

These requirements flow down to all Service Provider and subService Provider tiers.

The Service Provider agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart b OF 40 CFR part 247.

8.14 Contract Work Hours And Safety Standards Act (40 U.S.C. 327-333 (1999) & 29 CFR 5 (1999) & 29 CFR 1926 (1998)

Section 102 of the Act, which deals with overtime requirements, applies to: a) all construction contracts in excess of \$2,000 and b) all turnkey, rolling stock and operational contracts (excluding contracts for transportation services) in excess of \$2,500. [The dollar threshold for this requirements is contained in the current regulation 29 CFR 5.5(a).]

Section 107 of the Act, which deals with OSHA requirements, applies to construction contracts in excess of \$2,000 only. The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

Applies to third party Service Providers and subService Providers

Pursuant to Section 102 (Overtime) – (These clauses are specifically mandated under DOL regulation 29 CFR 5.5 and when preparing a construction contract in excess of \$2,000 these clauses should be used in conjunction with the Davis-Bacon Act clauses as discussed previously. For nonconstruction contracts, this is the only section required along with the payroll section.)

No Service Provider or subService Provider contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation

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at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

Violation/liability of unpaid wages/liquidated damages – In the event of any violation of the clause set forth in paragraph (1) of this section the Service Provider and any subService Provider responsible therefore shall be liable for the unpaid wages. In addition, such Service Provider and subService Provider shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 91) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

The Service Provider or subService Provider shall insert in any subcontracts the clauses set forth in this section and also a clauses requiring the subService Providers to include these clauses in any lower tier subcontracts. The prime Service Provider shall be responsible for compliance by any subService Provider or lower tier subService Provider with the clauses set forth in this section.

Section 102 nonconstruction contracts also have the following provision:

Payrolls and basic records relating thereto shall be maintained by the Service Provider during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid [including rates of contribution or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act], daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Service Provider shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Service Providers employing apprentices or trainees under approved



programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

8.15 No Government Obligation To Third Parties

Applicable to all contracts.

Not required by statute or regulation for either primary Service Providers or subService Providers, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

The Purchaser and Service Provider acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Service Provider, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Service Provider agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subService Provider who will be subject to its provisions.

8.16 Program Fraud And False Or Fraudulent Statements And Related Acts (31 U.S.C. 3801 et seq. & 49 CFR Part 31 & 18 U.S.C. 1001 & 49 U.S.C. 5307)

These requirements are applicable to all contracts.

These requirements flow down to Service Providers and subService Providers who make, present, or submit covered claims and statements.

The Service Provider acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801, et seq. and U.S. DOT regulations, “Program Fraud Civic Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Service Provider certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Service Provider further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Service Provider to the extent the Federal Government deems appropriate.

The Service Provider also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C 5307 (n)(1) on the Service Provider, to the extent the Federal Government deems appropriate.



The Service Provider agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subService Provider who will be subject to the provisions.

8.17 Government-Wide Debarment & Suspension (Nonprocurement)(49 CFR Part 29 & Executive Order 12549)

Executive Order 12549, as implemented by 49 CFR Part 29, prohibits FTA recipients and subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. As part of their applications each year, recipients are required to submit a certification to the effect that they will not enter into contracts over \$100,000 with suspended or debarred Service Providers and that they will require their Service Providers (and their subService Providers) to make the same certification to them.

Service Providers are required to pass this requirement on to subService Providers seeking subcontracts over \$100,000. Thus, the terms “lower tier covered participant” and “lower tier covered transaction” include both Service Providers and subService Providers and contracts and subcontracts over \$100,000.

Instructions for Certification:

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Recipient may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to Recipient if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principle,” “proposal,” and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). Contact Recipient for assistance in obtaining a copy of these regulations.

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Recipient.



The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Recipient may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction –

The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its principals, as defined at 49 CFR 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

8.18 Privacy Act (5 U.S.C. 552)

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirement apply to all contracts.

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

The following requirements apply to the Service Provider and its employees that administer any system of records on behalf of the Federal Government under any contract:

The Service Provider agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5



U.S.C. 552(a). Among other things, the Service Provider agrees to obtain the express consent of the Federal Government before the Service Provider or its employees operate a system of records on behalf of the Federal Government. The Service Provider understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the Privacy Act may result in termination of the underlying contract.

The Service Provider also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

8.19 Civil Rights Requirements

(29 U.S.C. 623, 42 U.S.C. 2000, 42 U.S.C. 6102, 42 U.S.C. 12112, 42 U.S.C. 12132, 49 U.S.C. 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.)

The Civil Rights requirements apply to all contracts.

The Civil Rights requirements flow down to all third party Service Providers and their contracts at every tier.

The following requirements apply to the underlying contract:

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000(d), Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, Section 202 of the American with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C 5332, the Service Provider agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Service Provider agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000 (e), and Federal transit laws at 49 U.S.C. 5332, the Service Provider agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Depart of Labor,” 41 CFR Parts 60, et seq., (which implement Executive Order No. 11236, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000(e) note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Service Provider agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Service Provider agrees to comply with any implementing requirements FTA may issue.



In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Service Provider agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Service Provider agrees to comply with any implementing requirements FTA may issue.

Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Service Provider agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Service Provider agrees to comply with any implementing requirements FTA may issue.

The Service Provider also agrees to include these requirements in each subcontract financed in whole or in part by federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8.20 Breaches and Dispute Resolution (49 CFR Part 18 & FTA Circular 4220.112D)

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where Service Providers violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings; liquidate damages or other appropriate measures.

The Breaches and Dispute Resolutions requirements flow down to all tiers.

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third-party contracts.

Disputes – Disputes arising in the performance of this Contract the authorized representative of the Public Transit Administrator shall decide which are not resolved by agreement of the parties in writing. This decision shall be final and conclusive unless, within ten days from the date of receipt of its copy, the Service Provider mails or otherwise furnishes a written appeal to the Public Transit Administrator. In connection with any such appeal, the Service Provider shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Public Transit Administrator shall be binding upon the Service Provider and the Service Provider shall abide by the decision.

Performance During Dispute – Unless otherwise directed by Lancaster Public Transit System, Service Provider shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others



for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Lancaster Public Transit System and the Service Provider arising out of or relating to this Agreement or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within the State in which Lancaster Public Transit System is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Lancaster Public Transit System, the Architect, or Service Provider shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

8.21 Termination (49 U.S.C. Part 18 and FTA Circular 4220.1E)

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Service Provider.

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

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

Termination for Default [Breach or Cause] (General Provision): If the Service Provider does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Service Provider fails to perform in the manner called for in the contract, or if the Service Provider fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid the contract price for supplies delivered and



accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Service Provider had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Service Provider, the (Recipient), after setting up a new delivery of performance schedule, may allow the Service Provider to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision): The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Service Provider [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

Waiver of Remedies for any Breach: In the event that (Recipient) elects to waive its remedies for any breach by Service Provider of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Convenience (Professional or Transit Service Contracts): The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service): If the Service Provider fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Service Provider fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Service Provider a Notice of Termination specifying the nature of the default. The Service Provider will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

Termination for Default (Transportation Services): If the Service Provider fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Service Provider fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Service Provider a Notice of Termination specifying the nature of



default. The Service Provider will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Service Provider has possession of Recipient goods, the Service Provider shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Service Provider and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

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

The Service Provider's right to proceed shall not be terminated nor the Service Provider charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Service Provider. Examples of such causes include: acts of God, acts of the Recipient, acts of another Service Provider in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Service Provider, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Service Provider's right to proceed, it is determined that the Service Provider was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

Termination for Convenience or Default (Architect and Engineering): The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Service Provider to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Service Provider a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Service Provider shall (1)



immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Service Provider to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Service Provider shall be liable for any additional cost incurred by the Recipient.

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

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

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

If, after serving a notice of termination for default, the (Recipient) determines that the Service Provider has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Service Provider, the (Recipient), after setting up a new work schedule, may allow the Service Provider to continue work, or treat the termination as a termination for convenience.

8.22 Transit Employee Protective Agreements (49 U.S.C. 5310-5311, 5333 & 29 CFR Part 215)

The Transit Employee Protection Provision applies to each contract for transit operations performed by employees of a Service Provider recognized by FTA to be a transit operation. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit “operations” for purposes of this clause.)

These provisions are applicable to all contracts and subcontracts at every tier.



The Service Provider agrees to comply with applicable transit employee protective requirements as follows:

General Transit Employee Protection requirements – To the extent that FTA determines that transit operations are involved, the Service Provider agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protection requirements of 49 U.S.C. 5333(b) and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal Assistance is provided to support work on the underlying contract. The Service Provider agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. 5311. Alternate provisions for those projects are set forth in subsection (b) and (c) of this clause.

Transit Employee Protection requirements for Projects Authorized by 49 U.S.C. 5319(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5310 (a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Service Provider agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The Service Provider agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

Transit Employee Protection requirements for Projects Authorized by 49 U.S.C. 5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5311, the Service Provider agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implements by U.S. DOL or any revision thereto.

The Service Provider also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

8.23 State and Local Law Disclaimer

This disclaimer applies to all contracts.



The Disclaimer has unlimited flow down.

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on State law, and before the suggested clauses are used in the grantee's procurement documents, the grantees should consult with their local attorney.

8.24 Incorporation of Federal Transit Administration Terms (FTA Circular 4220.1D (also see Change 1))

The incorporation of FTA terms applies to all contracts.

The incorporation of FTA terms has unlimited flow down.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D (also see Change 1), dated April 15, 1996, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Service Provider shall not perform any act, fail to perform any act, or refuse to comply with any City of Lancaster request, which would cause the City of Lancaster or Lancaster Public Transit System to be in violation of the FTA terms and conditions.

8.25 Drug and Alcohol Testing (49 U.S.C. 5331 & 49 CFR Parts 655)

ALCOHOL MISUSE AND PROHIBITED DRUG USE

If the Applicant is required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations, FTA may not provide Federal assistance to that Applicant until it provides this certification by selecting Category "12."

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Applicant certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655

8.26 Davis-Bacon Act as amended, 40 U.S.C. §§ 3141 et seq.,

Pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5

8.27 Buy America Requirements

Under Section 1605 of the Recovery Act. Statutory provisions of 49 U.S.C. Chapter 53 impose Buy America requirements sufficient for compliance with Section 1605 of the Recovery Act



8.28 Other Statutes Which May Apply

Federal Transit Administration Act of 1964, as amended, 49 U.S.C. 1601, et seq.

- a) Sec 3(a)(2)(c) - Prohibition against use of FTA grant and loan funds to support exclusionary and discriminatory specifications.
- b) Sec 12(b)(1) - Audit requirements for contracts entered into by other than competitive bidding procedures. Unlike Section 14 h of Attachment O, Section 12 (b) (1) does not exempt small purchases from this requirement.
- c) Section 12(b)(2) - Authorizes use of competitive procurement process in rolling stock procurements in lieu of consideration of performance standardization, and life cycle costs.
- d) Section 12(b)(4) - Requirements for procurement of Architect/Engineer and related services.
- e) Section 12(g) - Secretary is required to honor requests by grantees in establishing bus seat specifications.
- f) Section 13(a) - Applies Davis-Bacon Act requirements to FTA grants. Thus, Department of Labor regulations are applicable as provided in Section 14(e) of Attachment O.
- g) Section 19 - Authorizes the Secretary to take affirmative action to assure non-discrimination in employment and business opportunities arising out of FTA-funded activities.
- h) Comply with all FTA requirements outlined under the "Master Agreement".

Surface Transportation Assistance Act of 1982, as amended by Sections 337 of the Surface Transportation and Uniform Relocation Act of 1987, Pub L 100-17, April 2, 1987 - Establishes domestic preference requirements in FTA-assisted procurements.

Surface Transportation and Uniform Relocation Act of 1987, Pub L 100-17, 106 (c), April 2, 1987 - States requirements for participation of disadvantaged business enterprises.

Buy America requirements as set forth under the requirements of Section 165(a) of the Surface Transportation Act of 1982 and the applicable regulations in 49 CFR Part 661, as amended.

8.29 Access for Individuals with Disabilities.

The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations,



and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;
- (10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.



Appendix A

Submittal Packet

In accordance with the provisions of Section 3 of this Request for Proposal, Service Provider must complete and submit by the stated deadline a packet including the following:

1) Submittal Checklist - Document attached hereto as “Attachment 1.”

This checklist shall be utilized and signed to ensure completeness of the proposal response and shall be placed in the beginning of the Service Provider’s packet.

2) Proposal to Operate Public Transit System for the City of Lancaster - Document attached hereto as “Attachment 2.”

This document and all of the accompanying attachments and requested information shall be completed entirely and in accordance with Section 3 of this Request for Proposal.

Attachment 2, Proposal to Operate Public Transit System for the City of Lancaster, other than Attachment 2-F, Detailed Cost Proposal, shall be submitted in a sealed enveloped and clearly designated as outlined in Section 3 of this Request for Proposal. Attachment 2-F, Detailed Cost Proposal shall be submitted in a separate sealed envelope in accordance with Section 3 of this Request for Proposal.

3) Detailed Cost Proposal - Document attached hereto as “Attachment 2-F.”

This document and all of the accompanying attachments and requested information shall be completed entirely and in accordance with Section 3 of this Request for Proposal.

4) Proposal Guaranty

Each proposal shall be accompanied by a proposal guaranty payable to the City of Lancaster. This requirement is fully detailed in section 3.11 of this Request for Proposal.

Any additional information provided in response to the Request for Proposal shall be clearly identified, with an explanation for its inclusion, and legible. Any additional information not specifically requested in the Request for Proposal may or may not be considered by the City.



APPENDIX B

Evaluation Criteria

An Evaluation Team will review and analyze each proposal. Proposals will be evaluated on the following rating criteria:

EVALUATION FACTORS:	<u>MAXIMUM POINTS</u>	<u>SCORE</u>	<u>QUALITY LEVEL</u>	<u>TOTAL SCORE</u>
TECHNICAL EXCELLENCE				
Understanding of requirements	10	_____	_____	_____
Methods/Techniques/policies	30	_____	_____	_____
MANAGEMENT/CAPABILITY				
Cooperates with gov't officials	10	_____	_____	_____
Reputation/Experience	25	_____	_____	_____
Management skills & staff	25	_____	_____	_____
COST	100	_____	_____	_____

A score of 100 is assigned to the lowest technically acceptable proposal. The remaining proposal costs are then scored by normalizing them to the lowest proposal score.

TOTAL POSSIBLE POINTS: 200 + 30 = 230

The Quality Level will be based on the following scoring method:

<u>QUALITY LEVEL</u>	<u>POINTS</u>	<u>DESCRIPTION</u>
Excellent	5	Meets all requirements; reflects significant enhancements or strengths as compared to minimum levels of acceptability; few if any offsetting weaknesses.
Very Good	4	Meets all requirements; reflects some enhancements or strengths; few if any offsetting weaknesses.
Good	3	Meets all requirements; strengths and weaknesses, if any, tend to offset one another equally.
Fair	2	May contain significant weaknesses, only partially offset by less pronounced strengths; should meet all minimum requirements, but some areas of doubt exists.
Poor	1	Serious doubt exist about ability to meet minimum needs but may be sufficient; significant weaknesses throughout, off-setting strengths.
Deficient	0	Will not meet minimum standards.

Interviews and/or negotiations may be conducted with each or any of the Respondents. After all interviews, negotiations and proposal reviews, the City Administration will award a contract to the Respondent who will provide the best service, as assessed and determined by the City Administration.



ATTACHMENT 1

Submittal Checklist

Prior to submitting a proposal, Respondent should use the following checklist to ensure completeness of the submission package.

- One (1) original and six (6) copies of Cover Letter in a three-ring binder with labeled dividing tabs.
- One (1) original and six (6) copies of Submittal Checklist (Attachment 1) in a three-ring binder with labeled dividing tabs.
- One (1) original and six (6) copies of Proposal to Operate Public Transit System for the City of Lancaster (Attachment 2), including the following completed sections (in a three-ring binder with labeled dividing tabs):
 - Identification of Respondent
 - Legal Status of Organization
 - Description of Organization (Attachment 2-A)
 - Service References (Attachment 2-B)
 - Credit References (Attachment 2-C)
 - Managers for Service Provider
 - Proposed SubService Providers and Consultants (Attachment 2-D)
 - Disadvantaged and Small Business Status (Attachment 2-E)
 - Pending Litigation
 - Prior Contract Performance
 - Maintenance Program, Policies, and Procedures (Attachment 2-G)
 - Driver Standards, Training and Safety Programs (Attachment 2-H)
 - Service Description (Attachment 2-I)
 - Implementation and Management Plan (Attachment 2-J)
 - Outline of Safety Policy and Emergency Procedures (Attachment 2-K)
 - Insurance (Attachment 2-L)
 - Proposal Page (Attachment 2-M)
 - Statement of Proposer (Attachment 2-N)
 - Non-Collusion Affidavit (Attachment 2-O)
 - Proposal Bond (Attachment 2-P)
- One (1) original and six (6) copies of the Detailed Cost Proposal (Attachment 2-F) (must be submitted in a separate, sealed envelope). There should be a detailed cost proposal for each of the three years of the original contract.
- One (1) original and six (6) copies of Proposal guaranty

The following may be requested of Respondent at time of interview, if any:

- Policies and Procedures Manual
- Employee Handbook
- Outline of implementation plan to meet federal drug/alcohol requirements
- Outline of implementation plan for handling bloodborne pathogens
- References for subservice providers & consultants
- Safety Policy and Emergency Procedures manual
- Signed acknowledgement(s) signifying receipt of addenda



ATTACHMENT 2

Proposal to Operate Public Transit System for the City of Lancaster

I. IDENTIFICATION OF RESPONDENT

Name of Organization/Company _____

Business Address _____

Telephone (____) _____ E-Mail _____

Contact Name and Title _____

II. LEGAL STATUS OF ORGANIZATION

- _____ For-profit corporation or joint venture corporation
- _____ For-profit partnership or sole proprietorship
- _____ Non-profit corporation
- _____ Public Agency
- _____ Other - Specify: _____

III. DESCRIPTION OF ORGANIZATION

Respondent shall use the Description of Respondent Organization Form attached hereto as Attachment 2-A to provide a brief description of the major business functions, history and organizational structure.

IV. SERVICE REFERENCES

Respondent shall use the Service Reference Forms attached hereto as Attachment 2-B to submit a minimum of three (3) references including the company names, contact names, addresses, and telephone numbers for those organizations for which you have provided similar service under similar contracts as that service detailed in this Request for Proposal.

V. CREDIT REFERENCES

Respondent shall use the Credit Reference Forms attached hereto as Attachment 2-C to submit a minimum of three (3) credit references including the company names, contact names, addresses, and telephone numbers for those financial institutions you are currently or have used during the course of your business operations. Attach financial statements for the current year and one year prior to the form provided and include in your packet.

VI. MANAGERS FOR CONTRACT

Please identify those persons you anticipate will fulfill the obligations under this Request for Proposal for the following positions:

Project Manager (on-site position) _____

Contact number: _____

Projected portion of time Project Manager will devote to this project _____%

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Corporate Manager _____

Contact number: _____

Projected portion of time Corporate Manager will devote to this project _____%

The City reserves the right to request the resumes of the above detailed persons during the award process.

VII. PROPOSED SUBSERVICE PROVIDERS AND CONSULTANTS

Respondent shall use the Proposed SubService Providers and Consultants Form attached hereto as Attachment 2-E for submitting the company names, contact names, addresses, telephone numbers and anticipated roles of any proposed subService Providers and/or consultants to be utilized by the Respondent during the course of operating the service as described in this Request for Proposal.

VIII. DISADVANTAGE AND SMALL BUSINESS STATUS

A Disadvantaged Business Enterprise (DBE) is defined as a small business concern which is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly-owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals. A Small Business is defined under Small Business Administration (SBA) Section 8(a) rules.

Check the appropriate status of Respondent's business:

_____ DBE _____ Small Business _____ Neither DBE or Small Business

Attach DBE and/or Small Business certification documents directly to Attachment 2-E.

If Respondent organization is not classified as a DBE firm, please describe below how Respondent expects to meet Lancaster Public Transit System's DBE goal:

IX. PENDING LITIGATION

Is Any Litigation Pending against Respondent or Any Officer or Partner of Respondent's Organization? _____ Yes _____ No

If yes, please detail below (the City reserves the right to further inquire into these litigation matters during the award process):



X. PRIOR CONTRACT PERFORMANCE

HAS RESPONDENT, or any officer or partner of Respondent, FAILED TO COMPLETE A CONTRACT SIMILAR TO THE CURRENT REQUEST? _____ Yes _____ No

If yes, please detail below (the City reserves the right to further inquire into these litigation matters during the award process):

XI. DETAILED COST PROPOSAL

Respondent shall use the Cost Summary Form attached hereto as Attachment 2-F for submitting the proposed costs for operating the service as described in this Request for Proposal. The Detailed Cost Proposal shall be submitted in a sealed envelope, separate and apart from the remaining portions of this proposal.

XII. MAINTENANCE PROGRAM, POLICIES, AND PROCEDURES

Respondent shall use the Maintenance Program, Policies, and Procedures Form attached hereto as Attachment 2-G to describe the vehicle preventive and corrective maintenance policies and programs you will maintain during the service of this agreement, including but not limited to location of maintenance of vehicles, cleaning of vehicles, and inspections of vehicle. If Service Provider does not perform vehicle maintenance and/or plans to subcontract part of or all of maintenance work, Service Provider shall state this intent and provide detailed information regarding the subService Provider to be utilized.

XIII. DRIVER STANDARDS / TRAINING AND SAFETY PROGRAMS

Respondent shall use the Driver Standards / Training and Safety Programs Form attached hereto as Attachment 2-H to describe your current hiring standards, as well as training and safety programs for all employees. If different from the guidelines stated in this Request for Proposal, please describe the program planned for hiring, training and safety under this agreement. Include the names of agencies to be utilized, if any, for the sensitivity and defensive training portions as required.

XIV. SERVICE DESCRIPTION

Respondent shall use the Service Description Form attached hereto as Attachment 2-I to provide a detailed description of how you plan to provide the service outlined in this Request for Proposal. The description should demonstrate an understanding of program requirements. Any



minimum requirements, which Service Provider proposes to exceed, should be described. The description should include, but not be limited to, Service Provider's plan for scheduling and dispatch, administration, management and support, use of radios and equipment, etc.

XV. IMPLEMENTATION AND MANAGEMENT PLAN

Respondent shall use the Implementation and Management Plan Form attached hereto as Attachment 2-J to describe your strategy and timeline for implementing transit services. Describe the management structure for this contract. Emphasis should be on a timely and thorough implementation plan and the assurance of service quality, volume and efficiency.

XVI. SAFETY POLICY AND EMERGENCY PROCEDURES

Respondent shall use the Safety Policy and Emergency Procedures Form attached hereto as Attachment 2-K to state your company's policy on safety and describe procedures for handling emergency situation.

XVII. INSURANCE

Respondent shall use the Insurance Form attached hereto as Attachment 2-L to describe how respondent will meet the insurance coverage requirements of this Request for Proposal and to attach copies of any and all insurance policies and/or Certificates of Insurance applicable to this project.

All text documents and supplemental attachments should be on 8 ½ x 11 paper, clearly titled with the respondents name, the appropriate attachment number/letter and title, and attached to the appropriate attachment form.

The undersigned certifies that he/she is authorized by Respondent to submit this Proposal to Operate the Public Transit System for the City of Lancaster and certifies that the information provided is accurate, complete and submitted in accordance with the Request for Proposal..

Respondent Organization _____

Person Completing Cost Proposal _____

Title _____

Signature and Date _____

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ATTACHMENT 2-A

**Description of Respondent Organization
(Organizational Chart also)**

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ATTACHMENT 2-B

Service Reference Number 1

Please give details below about similar contracts under which the Respondent Organization has provided service. No more than three references are requested.

Organization Name _____

Street _____

City, State, Zip _____

Contact Person _____ Phone _____ Email _____

Length of service: From _____ to _____

Describe the services Respondent provided to the above-named organization. Check all that apply.

Transit Operations

☐ Fixed Route ☐ Charter
☐ Demand Response ☐ Daily School Bus Transit
☐ Other (please detail) _____

Maintenance Service

☐ Heavy Repair ☐ Upholstery ☐ Towing
☐ Light Repair ☐ Body Work ☐ Road Call
☐ Preventive Maintenance ☐ Painting
☐ Servicing/Cleaning ☐ Communication Equip. Repair
☐ Other (please detail) _____

Service Features

☐ Vehicles ☐ Mechanics/Maintenance ☐ Fuel
☐ Drivers ☐ Scheduling ☐ Tires
☐ Road Supervision ☐ Telephone Information ☐ Parts
☐ Dispatching ☐ Training ☐ Facilities
☐ Other (please detail) _____

Average number of miles operated per weekday _____

Days of operation (e.g., Monday, Tues, etc.) _____

Hours of operation: From _____ to _____

Average number of vehicles operated per day _____

Types of vehicles operated _____

Types of service users (e.g., disabled, children, general public, etc.) _____

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ATTACHMENT 2-B

Service Reference Number 2

Please give details below about similar contracts under which the Respondent Organization has provided service. No more than three references are requested.

Organization Name _____

Street _____

City, State, Zip _____

Contact Person _____ Phone _____ Email _____

Length of service: From _____ to _____

Describe the services Respondent provided to the above-named organization. Check all that apply.

Transit Operations

☐ Fixed Route ☐ Charter
☐ Demand Response ☐ Daily School Bus Transit
☐ Other (please detail) _____

Maintenance Service

☐ Heavy Repair ☐ Upholstery ☐ Towing
☐ Light Repair ☐ Body Work ☐ Road Call
☐ Preventive Maintenance ☐ Painting
☐ Servicing/Cleaning ☐ Communication Equip. Repair
☐ Other (please detail) _____

Service Features

☐ Vehicles ☐ Mechanics/Maintenance ☐ Fuel
☐ Drivers ☐ Scheduling ☐ Tires
☐ Road Supervision ☐ Telephone Information ☐ Parts
☐ Dispatching ☐ Training ☐ Facilities
☐ Other (please detail) _____

Average number of miles operated per weekday _____

Days of operation (e.g., Monday, Tues, etc.) _____

Hours of operation: From _____ to _____

Average number of vehicles operated per day _____

Types of vehicles operated _____

Types of service users (e.g., disabled, children, general public, etc.) _____

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ATTACHMENT 2-B

Service Reference Number 3

Please give details below about similar contracts under which the Respondent Organization has provided service. No more than three references are requested.

Organization Name _____

Street _____

City, State, Zip _____

Contact Person _____ Phone _____ Email _____

Length of service: From _____ to _____

Describe the services Respondent provided to the above-named organization. Check all that apply.

Transit Operations

☐ Fixed Route ☐ Charter
☐ Demand Response ☐ Daily School Bus Transit
☐ Other (please detail) _____

Maintenance Service

☐ Heavy Repair ☐ Upholstery ☐ Towing
☐ Light Repair ☐ Body Work ☐ Road Call
☐ Preventive Maintenance ☐ Painting
☐ Servicing/Cleaning ☐ Communication Equip. Repair
☐ Other (please detail) _____

Service Features

☐ Vehicles ☐ Mechanics/Maintenance ☐ Fuel
☐ Drivers ☐ Scheduling ☐ Tires
☐ Road Supervision ☐ Telephone Information ☐ Parts
☐ Dispatching ☐ Training ☐ Facilities
☐ Other (please detail) _____

Average number of miles operated per weekday _____

Days of operation (e.g., Monday, Tues, etc.) _____

Hours of operation: From _____ to _____

Average number of vehicles operated per day _____

Types of vehicles operated _____

Types of service users (e.g., disabled, children, general public, etc.) _____



ATTACHMENT 2-C

Credit Reference

Please provide the contact name, company name, address, phone numbers, email address (optional) and relationship to Respondent of three or more credit references. Attach financial statements for the current year and one year prior to the form provided and include in your packet.

Credit Reference Number 1

Name of Financial Institution / Reference_____

Street Address_____

City, State, Zip_____

Contact Person _____ Phone_____ Email_____

Length of Relationship: From _____ to_____

Describe the services Respondent provided to the above-named organization.

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ATTACHMENT 2-C

Credit Reference Number 2

Name of Financial Institution / Reference_____

Street Address_____

City, State, Zip_____

Contact Person _____ Phone _____ Email _____

Length of Relationship: From _____ to _____

Describe the services Respondent provided to the above-named organization.

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ATTACHMENT 2-C

Credit Reference Number 3

Name of Financial Institution / Reference_____

Street Address_____

City, State, Zip_____

Contact Person_____ Phone_____ Email_____

Length of Relationship: From _____ to_____

Describe the services Respondent provided to the above-named organization.



ATTACHMENT 2-D

Proposed SubService Providers and Consultants

Duplicate this document if necessary and attach hereto within your packet.

Please provide company names, contact names, addresses, phone numbers and anticipated roles of any proposed subService Providers and/or consultants. References for each proposed subService Provider and consultant may be requested during the interview process.

Name of SubService Provider / Consultant_____

Street Address_____

City, State, Zip_____

Contact Person_____ Phone_____ Email_____

Length of Relationship: From _____ to_____

Describe the services SubService Provider / Consultant will provide on behalf of the above-named organization.



ATTACHMENT 2-E

Disadvantaged and Small Business Status

Attach Disadvantaged Business Enterprise and/or Small Business certification documents directly to this page and include within your packet.



ATTACHMENT 2-F

Detailed Cost Proposal

Based upon the service requirements detailed in the Request for Proposal, as well as any minimum requirements you plan to exceed, please complete the following Detailed Cost Proposal for operating the service. The Detailed Cost Proposal shall be separated and submitted in a separate sealed envelope along with the proposal. A detailed cost proposal should be submitted for each of the three years of the contract.

I. ASSUMPTIONS

Respondents shall utilize the following figures to determine costs for a full twelve (12) month contractual period. The following figures based on actual service provided for January – March 2010, with estimates for April-December 2010, shall be considered approximate only and are prepared only for the comparison of Proposals. The scheduled quantities of work to be done may be increased, decreased, or omitted according to demand of services. 2010 was used because of service changes that took place 1-1-2010.

Passenger trips: total one-way passenger trips – 59,838

	General Service	Contract Service	Totals
Elderly/Disabled	25,407	966	26,373
All other	<u>24,840</u>	<u>8,625</u>	<u>33,465</u>
	50,247	9,591	59,838

Revenue Vehicle Hours:	18,470
Deadhead hours:	2,240

Revenue Vehicle Miles:	261,024
Deadhead miles:	22,764

Current service provider's beginning wages of employees:

Driver	\$8.00/hour
Dispatcher/Scheduler	\$9.00/hour

Other benefits offered: safety bonus, recruitment bonus, 401(k), annual increases, btw/road supervision, overtime, life insurance, paid holidays, group medical insurance, and paid vacation.

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II. EXPENSES

2.1 LABOR

SALARIES & WAGES

COSTS

Management

Dispatch

Drivers

Other (please detail; e.g., indirect costs, etc.):

FRINGE BENEFITS (Please detail below)

Management

Dispatch

Drivers

Other (please detail; e.g., indirect costs, etc.):

SUBTOTAL LABOR:

Detail of Fringe Benefits (if applicable including %):

2.2 MATERIALS AND SUPPLIES

COSTS

Office(describe in detail)

Miscellaneous & Other (detail below)

SUBTOTAL MATERIALS/SUPPLIES:

Detail of Other Materials and Supplies (if applicable):

2.3 SERVICES:

COSTS

Professional (Please detail below)

Technical

Cellular & long distance Telephone

Uniforms

Audit

Other (Please detail below)

SUBTOTAL SERVICES:

Detail of Other Services (if applicable):

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2.4 MISCELLANEOUS EXPENSES

COSTS

Insurance Premium Physical Damage	_____
Insurance Premium Corp. Ins	_____
Travel and Meetings	_____
Education & Training	_____
Dues & Subscriptions	_____
Start-up expenses (Please detail below)	_____
Bid Bond	_____
Performance Bond	_____
Other (Please detail below)	_____

SUBTOTAL OTHER EXPENSES:

Detail of Other Miscellaneous Expenses (if applicable):

Detail of Start-up expense (if applicable):

III. TOTAL COSTS

Subtotal Labor:

Subtotal Materials/Supplies:

Subtotal Services:

Subtotal Other Expenses:

Total Project Cost:

Cost Per Revenue Vehicle Hour:

The undersigned certifies that he/she is authorized by Respondent to make the preceding cost proposal and bind Respondent accordingly.

Respondent Organization _____

Person Completing Cost Proposal _____

Title _____

Signature and Date _____



ATTACHMENT 2-G

Maintenance Program, Policies, and Procedures

Please describe below the vehicle preventive and corrective maintenance policies and programs you will maintain during the service of this Agreement, including but not limited to location of maintenance of vehicles, cleaning of vehicles, and inspections of vehicle. If Service Provider does not perform vehicle maintenance and/or plans to subcontract part of or all of maintenance work, Service Provider shall state this intent and provide detailed information regarding the subService Provider to be utilized.

Attach additional sheets if necessary. All text documents and supplemental attachments should be on 8 ½ x 11 paper, clearly titled with the respondents name, the appropriate attachment number/letter and title, and attached to the appropriate attachment form.



ATTACHMENT 2-H

Driver Standards, Training and Safety Programs

Please describe below your current hiring standards, as well as training and safety programs for all employees. If different from the guidelines stated in this Request for Proposal, please describe the program planned for hiring, training and safety under this Agreement. Include the names of agencies to be utilized, if any, for the sensitivity and defensive training portions as required.

Attach additional sheets if necessary. All text documents and supplemental attachments should be on 8 ½ x 11 paper, clearly titled with the respondents name, the appropriate attachment number/letter and title, and attached to the appropriate attachment form.



ATTACHMENT 2-I

Service Description

Please provide below a detailed description of how you plan to provide the service outlined in this Request for Proposal. The description should demonstrate an understanding of program requirements. Any minimum requirements, which Service Provider proposes to exceed, should be described. The description should include, but not be limited to, Service Provider's plan for scheduling and dispatch, administration, management and support, use of radios and equipment, etc.

Attach additional sheets if necessary. All text documents and supplemental attachments should be on 8 ½ x 11 paper, clearly titled with the respondents name, the appropriate attachment number/letter and title, and attached to the appropriate attachment form.



ATTACHMENT 2-J

Implementation and Management Plan

Please describe below your strategy for implementing transit services. This plan must include a timeline for transitioning from the existing operator. Describe how the transition will take place in a seamless manner with the least amount of disruption to the service as possible. Describe the management structure for this contract. Emphasis should be on a timely and thorough implementation plan and the assurance of service quality, volume and efficiency.

Attach additional sheets if necessary. All text documents and supplemental attachments should be on 8 ½ x 11 paper, clearly titled with the respondents name, the appropriate attachment number/letter and title, and attached to the appropriate attachment form.



ATTACHMENT 2-K

Safety Policy and Emergency Procedures

Please state below an outline of your company's policy on safety and describe procedures for handling emergency situation.

Attach additional sheets if necessary. All text documents and supplemental attachments should be on 8 ½ x 11 paper, clearly titled with the respondents name, the appropriate attachment number/letter and title, and attached to the appropriate attachment form.

The full Safety Policy and Emergency Procedures Manual may be requested during the interview stage.



ATTACHMENT 2-L

Insurance

Please describe below how respondent will meet the insurance coverage requirements of this Request for Proposal and to attach copies of any and all insurance policies and/or Certificates of Insurance applicable to this project.

Attach additional sheets if necessary. All text documents and supplemental attachments should be on 8 ½ x 11 paper, clearly titled with the respondents name, the appropriate attachment number/letter and title, and attached to the appropriate attachment form.

Lancaster Public Transit System

Request for Proposal – Operation of a Public Transit System for the City of Lancaster, Ohio



ATTACHMENT 2-M

PROPOSAL PAGE

COUNTY SERVICE AND CITY SERVICES TRANSPORTATION SERVICES

LANCASTER, 43130

I, or we, _____, having carefully examined the Request to Proposers, Specifications, and the Proposal and Cost Summary Forms, are completely familiar with all of the Definitions in said Specifications for Transit Services as adopted by the City of Lancaster, Ohio, and also having reviewed the City and toured it to become completely familiar with all of the conditions affecting this Proposal, I, or we, hereby propose to furnish all materials, labor, equipment, bonds and insurance necessary to provide a demand responsive transportation service within Fairfield County, transportation to selected locations outside Fairfield County and a demand responsive transportation service within the City of Lancaster Public Transit service areas as set forth in said Instructions and Specification. Said service will be performed beginning January 1, 2011, for the attached amounts to-wit: (Attach the cost summary sheet

The undersigned, _____, agrees that the City reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposals received, and to accept that proposal which is in the best interest of the City of Lancaster, Ohio.

The undersigned also agrees that if this Proposal is accepted by the City, he will be prepared to start transit services within the City on January 1, 2011, and within ten (10) days after said acceptance and Notice of Award complete the execution of the Contract with the City and that he will post a Surety Bond for the faithful performance. Said Bond will be executed by a responsible Surety Company acceptable to the City and to be 100 of the one year proposal, said Bond will be furnished in this amount for the length of the Contract and in the event of Legal Determination of Breach of Contract, said Bond will be forfeited as liquidated damages; and that he will also submit the required \$1,000,000.00 Public Liability and Property Damage Insurance on a form and by a company approved by the Mayor.

**TRANSIT
PROPOSAL FORM
PAGE 2**

TOTAL PROPOSAL IN WORDS

TERMS

DATE _____ **COMPANY:** _____

SIGNED: _____ **ADDRESS:** _____

NAME; _____

TITLE: _____ **PHONE: FAX:** _____

**LIST ANY ITEMS THAT YOU FEEL MAY BE NECESSARY TO EXECUTE THE
CONTRACT THAT HAVE NOT BEEN LISTED IN THE PROPOSAL PACKAGE**

STATE OF OHIO)
) SS,
COUNTY OF FAIRFIELD)

_____ (Name of Proposer or Company).
being first duly cautioned and sworn according to law does hereby swear or affirm as follows:

- Further Affiant sayeth naught.

Sworn to and subscribed in my presence this day of, , 2010, at

_____ County.

Notary Public
My Commission Expires

Seal:

(Signature of person making statement), being the _____(Title/Position) of _____(Company/Proposer) appeared before me and did swear that the foregoing comments are true as he verily believes.

Sworn to and subscribed in my presence this day of, 2 0 _ , at _____ County.

Notary Public
My Commission Expires

Seal

**ATTACHMENT 2-O
NON-COLLUSION AFFIDAVIT**

STATE OF _____)
COUNTY OF _____)
SS.

_____, being first duly sworn, deposes and says that he is _____ (sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing proposal or proposals; that such proposal is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived, or agreed, directly or indirectly with any proposer or person, to put in a sham proposal, or that such person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against the City of Lancaster, Ohio or any person or persons interested in the proposed contract; and that all statements contained in said proposal or proposal are true; and further, that such proposer has not, directly or indirectly, submitted this proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

SWORN to and subscribed before me this ____ day ____ of 20 ____

Notary Public in and for _____ County, My Commission Expires _____

Seal:

Notary

ATTACHMENT 2-P

PROPOSAL

BOND

(O.R.C. 153.571)

KNOW ALL MEN BY THESE PRESENTS, that we, the **undersigned**

_____ as principal and

_____, as sureties, are **hereby held and firmly bound unto** the City of Lancaster, Ohio as obligee in the penal sum of 100% of the dollar amount of the proposal submitted by the principal to the obligee on to undertake the project known as Transit System. The penal sum referred to herein shall be 100% of the dollar amount of the principal's **proposal** to the obligee, incorporating any additive or deductive alternate **proposals** made by the **principal on** the date referred to **above** to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. (If the foregoing blank is not filled in, the penal sum will be 100% of the principal's proposal, **including** alternates. Alternatively, if the blank is filled in, the amount stated must not be less than 100% of the full **amount** of the **proposal including** alternates, in **dollars and cents**. For the **payment of the penal sum well and truly to be made**, we **hereby jointly and severally bind ourselves, our** heirs, executors, **administrators, successors, and assigns**.

Signed this ____ day of _____, 2010.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named _____ principal has submitted a _____ proposal for

Now, therefore, if the obligee accepts the **proposal** of the **principal and the principal** fails **to enter into** a proper contract in accordance with the proposal, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the **proposal**, or the costs, in **connection** with the **resubmission**, of **printing** new contract **documents**, required advertising, and **printing** and **mailing** notices to **prospective proposers, whichever** is less, **then this obligation** shall be **null and void, otherwise to remain in** full force **and** effect; if the obligee accepts the proposal of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the proposal, plans details, specifications, and bills of material, which said contract is made a part of this **bond** the same as though set forth herein.

Now also, if the said _____ shall well and faithfully do and perform the things agreed by the City of Lancaster, Ohio to be done and performed according to the terms of **said contract; and shall pay all lawful claims of subcontractors**, material men, **and laborers, for labor performed** and materials furnished in the carrying forward,

performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material man or laborer having a just claim, as well as for the **obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation** as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the **obligations of said surety on its bond.**

Proposer

Surety

Signed

Date

Signed

Date

Note: All Certified Checks and Surety Bonds offered as surety shall be made payable to the City of Lancaster, Ohio. This form is not necessary if you are using a Certified Check or Letter of Credit.

Attachment (Power of Attorney)

EXHIBIT 1: BROCHURE

RIDER TIPS...

- LPTS does not permit the following in our vehicles: smoking, eating, spitting, drinking, offensive language, offensive behavior, unauthorized carrying of concealed weapons.
- LPTS does not provide personal care attendants for disabled riders, but will permit a PCA to accompany a rider at no charge. Please inform the scheduler if a PCA will be accompanying the passenger. Service Animals are also permitted to ride at no charge.
- Each passenger is limited to four (4) bags of groceries. Any article not in a bag is considered one bag. Additional bags are permitted at \$.50 per bag.
- Refusal to ride the vehicle sent for a trip is considered a "no-show". A rider must pay for his/her no-show before riding again. Vehicles will wait 5 minutes for a rider before trip is considered a "no-show".
- To cancel a ride, you must notify LPTS at least thirty (30) minutes before your pick-up time or you will be considered a "late-cancel" and charged the appropriate fare.
- Exact Change is required. Drivers do not carry change.
- The majority of Lancaster Public Transit Vehicles are handicap accessible for "Common Wheelchairs".
- In the interest of public safety, LPTS may cease operations in the event of severe weather conditions. In the event that LPTS is unable to operate business as usual, it will notify local media of any changes. Vehicles will not run in a Level 3 snow emergency. Please call our office for further information.
- Any suggestions, comments or complaints should be directed to the Administrator at 746 Lawrence Street, Lancaster, Ohio 43130.

LPTS

Hours of Operation

Lancaster Service Area

Monday-Friday	6:00am-9:00pm
Saturday	7:00am-6:30pm

Pickerington & Violet Township Service Area

Monday-Friday	7:00am-8:00pm
Saturday	9:00am-5:00pm

Carrie S. Woody, Administrator
746 Lawrence Street
Lancaster, Ohio 43130
740.681.5086

Ohio Relay 1.800.750.0750
www.ci.lancaster.oh.us/dept/transit

Alternative formats of this brochure are available upon request.

Lancaster Public Transit System is funded in part by

















***It's Fun,
Affordable &
Easy to Use!***

740.681.5086
1(888) WE-GO-4U

*Now servicing City of Lancaster, City of
Pickerington and Violet Township*

LPTS provides demand response, curb-to-curb, advance or same day reservation, and shared ride transportation service.

For a reduced fare, call a day or more ahead to reserve your ride (*Advanced Reservation*). An advanced reservation also means you are picked up within a (15) minute window before or after the scheduled pick-up time.

A same day reservation, if space permits, may extend the pick-up wait time to 30-60 minutes from your negotiated time. Also, there is no guaranteed arrival time.

Maps are available on the City of Lancaster website at www.ci.lancaster.oh.us/dept/transit or you may contact the LPTS office to have a map mailed to you.

We are committed to empowering individuals to achieve independence, and improving their quality of life through enhanced mobility.

MOBILITY PASSPORT PROGRAM is a FREE photo id for individuals over the age of 65 or with a permanent disability. The passport allows for reduced fares at a rate of \$1.00 per ride with an advanced reservation. **THERE IS NO DISCOUNT FOR A SAME DAY RIDE.*

Eligibility requirements:

Senior Citizens must show valid proof for date of birth: Driver's License, Birth Certificate, State ID. For a permanent disability you must have a Social Security Award Letter or letter from a medical physician stating the permanent disability.

To Enroll simply call LPTS. You must have proof of eligibility to apply.

Transit Fare Structure

	Advance Day	Same Day		Advance Day	Same Day
Lancaster, Pickerington & Violet Township Service Areas:			Other Townships:		
General Public	\$2.00	\$5.00	Berne, Greenfield,	\$7.50	\$10.00
Mobility Passport	\$1.00	\$5.00	Hocking, Pleasant		
Lancaster-Pickerington	\$5.00	\$7.50	Amanda, Bloom,	\$15.50	\$18.00
			Clearcreek, Liberty,		
			Madison, Richland,		
			Rushcreek, Walnut		

Ages 0-4 free with a paid adult fare.

Ages 5-14 1/2 price with a paid adult fare.

Hours of Operation

Lancaster Service Area

Monday-Friday 6am-9pm
Saturday 7am-6:30pm

Pickerington & Violet Township Service Area

Monday-Friday 7am-8pm
Saturday 9am-5pm

Closed Sundays and Major Holidays

*To Schedule a Ride Call
(740) 681-5086*

Ohio Relay 1(800) 750-0750



LANCASTER SERVICE AREA extends a 5 mile radius from the City's center. This includes Coonpath Road to the north, Lake Road to the east; Bauman Hill/Hornsmill Road to the South, Delmont and Rockmill Road to the west.

VIOLET TOWNSHIP SERVICE AREA encompasses all of Violet Township, including the City of Pickerington.

For more information or a map, visit www.ci.lancaster.oh.us/dept/transit.

*****Important Information*****

If you require an accessible vehicle, please inform the scheduler when you schedule your ride. All riders are required to wear safety belts when riding, and children under 40 pounds, and/or under the age of 4 years old are required to be secured in an approved child safety seat. Please inform the scheduler if you cannot provide a child safety seat so that LPTS may provide one for you.

Revised December 2009

EXHIBIT 2: DAILY ACTIVITY REPORT

[illegible]

EXHIBIT 3 – LIST OF VEHICLES

Current Yr Mileage	Vendor	Mfr	Model	Veh Year	VIN	Type	Class	Fuel	Reg Seats	Dis. Seats
119,184	32 Ford Mercury, Inc.	FRD	Crown Victoria	2001	2FAFP72W11X164269	SEDAN	AO	GA	4	0
126,773	32 Ford Mercury, Inc.	FRD	Crown Victoria	2001	2FAFP72W31X164268	SEDAN	AO	GA	4	0
115,094	32 Ford Mercury, Inc.	FRD	Crown Vic	2001	2FAFP72W11X164267	SEDAN	AO	GA	4	0
140,559	WHITWORTH BUS SALES	FRD	ELDORADO	2003	1FDXE45F83HB37094	LTV	VN	DF	14	1
137,581	WHITWORTH BUS SALES	FRD	ELDORADO	2003	1FDXE45F13HB37096	LTV	VN	DF	14	1
131,163	WHITWORTH BUS SALES	FRD	ELDORADO	2003	1FDXE45F334B37097	LTV	VN	DF	14	1
129,806	Supreme Corp.	FRD	Sentinel E350	2004	IFT5534P84HB33902	CV	VN	DF	12	1
117,962	Whitworth Bus Sales	FRD	Eldorado Aerotech	2004	1FDXE45P54HA56614	LTV	BC	DU	16	1
152,653		SPC	Senator	2004	1FTSS34P44HB33900	CV	VN	DF	5	2
96,769	Eldo - Ford	FRD	Aerotech E450	2005	1FDXE45P85HA60108	LTN	BC	DF	12	2
52,920	WHITWORTH BUS SERVICES	FRD	ELDORADO	2007	1FDXE45PX7DA27041			DF	12	2
31,407	TESCO	FRD	E350	2008	1FD3E35P28DB56790	LTV	VN	DF	11	1
7,811	TESCO	FRD	E350	2009	1FDEE35L59DA81039	LTV	VN	DF	8	2
5,962	TESCO	FRD	E350	2009	1FDEE35L19DA81040	LTV	VN	DF	8	2

EXIHIBIT 4 – RADIO EQUIPMENT

Name	Unit #	Radio #	Model #
MOBILES			
Crown Vic	2	1	CDM750
Crown Vic	3	2	CDM750
Crown Vic	4	3	CDM750
Ford Van	501	4	CDM750
Ford Bus	701	5	CDM750
Ford Bus	505	6	CDM750
Ford Bus	311	7	CDM750
Ford Bus	312	8	CDM750
Ford Bus	313	9	CDM750
Ford Bus	801	10	CDM750
Ford Bus	409	11	CDM750
Ford Bus	901	12	CDM750
Ford Bus	902	13	CDM750
		14	CDM750
		15	CDM750
Portables			
Office			P1225
Base			
Office			CDM750
Repeater			
Water Works Hill			MTR2000

EXHIBIT 4 – LIST OF FURNITURE/COMPUTER EQUIPMENT

Equipment	Quantity
Office Desk	4
Office Chair	4
Computer (Windows 7 Professional)	2
Computer (Windows 2003)	1
Computer Monitors	3
Office Phones	4
Wireless Headset	1
Zebra card maker	1
Four-drawer filing cabinets	5
Brother Laser Printer	1
Xerox Copy Center (scanner/fax)	1

EXHIBIT 5 – POLICY AND PROCEDURE MANUAL



Policy and Procedure Manual

March 15, 2007

**Lancaster Public Transit System
746 Lawrence St.
Lancaster, OH 43130**
