

REQUEST FOR PROPOSALS
FOR
PUBLIC TRANSIT SOLUTIONS
TO FILL SERVICE GAPS
IN THE GREATER LEHIGH VALLEY REGION

January, 2013

Introduction

The Lehigh Valley Transportation Study (LVTS) is seeking qualified entities to propose public transit solutions to service gaps described in this Request For Proposals (RFP). LVTS is the Metropolitan Planning Organization for the Lehigh Valley. The LVTS develops transportation plans and programs and sets priorities for project funding.

This RFP is the result of the Federal Transit Administration's New Freedom Program, which is a program authorized in SAFETEA-LU to support public transportation services and public transportation alternatives beyond those required by the ADA of 1990 (42 U.S.C. 12101 et. seq.). This program is codified at 49 U.S.C. 5317.

The New Freedom Program grew out of the New Freedom Initiative introduced by the Administration under Executive Order 13217, "Community-Based Alternatives for Individuals with Disabilities," on June 18, 2001. The Order states: "The United States is committed to community-based alternatives for individuals with disabilities and recognizes that such services advance the best interests of the United States" and calls upon the Federal government to assist States and localities to swiftly implement the decision of the United States Supreme Court in *Olmstead v. L.C.*

Individuals who are transportation-disadvantaged face different challenges in accessing services depending on whether they live in urban, rural, or suburban areas. The geographic dispersion of transportation-disadvantaged populations also creates challenges for human service programs hoping to deliver transportation for their passengers.

Over the years, in response to these challenges, Federal, State and local governments, and community-based organizations created specialized programs to meet particular transportation needs. At the Federal level alone, there are at least 62 separate programs, administered by eight Federal departments, and even more agencies, that provide special transportation services to individuals with disabilities, older adults, and people with low incomes. Most of these are

human service programs that fund limited transportation services to provide eligible participants with access to particular services, such as job training, health care, senior centers, or rehabilitation programs.

With the enactment of SAFETEA-LU, Congress authorized funding. Funding was first appropriated for the transportation provision in FY 2006. The New Freedom Program is intended to fill the gaps between human service and public transportation services previously available and to facilitate the integration of individuals with disabilities into the workforce and full participation in the community.

The Lehigh Valley Transportation Study had the responsibility to develop the *Lehigh Valley Surface Transportation Plan 2011 – 2030* and the *Transportation Improvement Program* for the two county region including the counties of Lehigh and Northampton and acted under this authority to oversee the implementation of the Coordinated Public Transit - Human Services Transportation Plan.

For this RFP, the LVTS will solicit proposals from interested entities and select the highest ranked respondent(s).

The LVTS reserves the right to reject any or all proposals if such action is deemed to be in the best interest of the LVTS or the Federal Transit Administration.

Submission Instructions

Proposers shall submit an original and 2 copies of the Proposal to:

Lehigh Valley Transportation Study c/o
Lehigh Valley Planning Commission
961 Marcon Boulevard, Suite 310
Allentown, Pennsylvania 18109

By

Friday, February 15, 2013

5:00 p.m.

Required Proposal Elements/Requirements

Proposers shall present a profile to include:

- A cover letter
- A statement as to the location of the Proposer's place of business
- The range of experience performed by the Proposer(s), with particular emphasis on prior experience with similar projects
- Provide a detailed scope of work (provide quantitative measures)

- Discuss in detail the plan of action to achieve the stated scope of work
- Proposals may cover a period of up to two years.
- Proposers shall submit a minimum of three references familiar with the proposer's work and unrelated to the proposer's business, including the names of the entity, contact person, address and telephone number.
- All forms, certifications and signed addenda as required by this RFP
- Provide pricing
 - Pricing must include the cost of services proposed (not to exceed \$504,912 in JARC and/or \$350,326 in New Freedoms funds)
 - Evidence that the local match has been secured

Local Match Requirement: New Freedom funds may be used to finance capital and operating expenses. The Federal share of eligible capital and planning costs may not exceed 80 percent of the net cost of the activity. The Federal share of the eligible operating costs may not exceed 50 percent of the net operating costs of the activity. Recipients may use up to 10 percent of their apportionment to support program administrative costs including administration, planning, and technical assistance, which may be funded at 100 percent Federal share.

The local share of eligible capital costs shall be no less than 20 percent of the net cost of the activity, and the local share for eligible operating costs shall be no less than 50 percent of the net operating costs. All of the local share must be provided from sources other than Federal DOT funds. Some examples of sources of local match which may be used for any or all of the local share include: State or local appropriations; other non-DOT Federal funds; dedicated tax revenues; private donations; revenue from human service contracts; toll revenue credits; and net income generated from advertising and concessions. Non-cash share such as donations, volunteer services, or in-kind contributions is eligible to be counted toward the local match as long as the value of each is documented and supported, represents a cost which would otherwise be eligible under the program, and is included in the net project costs in the project budget. Income from contracts to provide human service transportation may be used either to reduce the net project cost (treated as revenue) or to provide local match for New Freedom operating assistance. In either case, the cost of providing the contract service is included in the total project cost. No FTA program funds can be used as a source of local match for other FTA programs, even when used to contract for service.

Scope of Services

The goal of this project is to enhance public transit services in areas where service gaps currently exist within the Lehigh Valley. The gaps were identified at a series of four public meetings held in the Lehigh Valley in March 2007. The identification of service gaps is an important component of the locally developed Coordinated Public Transit-Human Services Transportation Plan: A plan that identifies the transportation needs of individuals with disabilities, older adults, and people with low incomes, provides strategies for meeting those local needs, and prioritizes transportation services for funding and implementation.

Interested entities need to base their proposals on the following service gaps. Prospective proposers may bid on one or more of the identified gaps. Innovative ideas and solutions are encouraged.

Gaps identified through the Coordinated Public Transit - Human Services Transportation Planning process: 2007

1. Concept: 24/7 Service – transit services 7 days/week, 24 hours/day.

LANtaBus fixed-route and LANtaVan paratransit door-to-door services do not currently operate 24 hours a day, 7 days a week. Generally, public transit services are available between the hours of 5:30 a.m. and 7:30 p.m. Monday through Saturday and from 7 a.m. to 7:15 p.m. Sundays. Service on the 100 Series routes operates after 7:30 p.m. as late as midnight on weekdays and Saturdays.

Proposals are being sought for a contractor to provide services during those times that public transit services are unavailable. The services would be shared-ride, demand-response door-to-door accessible services based on pre-arranged reservations.

The potential is for two vehicles to be made available during these ‘off-hour’ times. The vehicles would be available in both Lehigh and Northampton counties.

The provider would have to furnish dispatch services, reservation services, collect fares and record origins and destinations and other information for reporting purposes.

Anticipated in response to this request is a proposal for an hourly rate for these services.

Note: This concept was addressed during the last round of JARC/New Freedom funding in 2007. However, it remains a viable concept for funding application for continued operating assistance.

2. Concept: Accessible/Affordable Taxi; Affordable & Accessible On-Demand Taxi Service

Presently local taxi operations generally do not own and operate accessible vehicles. Further, services they provide carry higher fares. This “gap” would be closed if there were taxi companies that would provide service using accessible vehicles and charge a fare no greater than their posted rates (the current co-pay is \$3.35 per trip on LANtaVan).

Therefore, this proposal would include the purchase of capital equipment – accessible mini-vans specifically as well as a subsidy for taxi rides taken locally. Capital assistance for the purchase of vehicles is available for 80% of the cost with a requirement for a 20% match.

Anticipated in response to this request is a proposal for vehicles and a budget and current rates of fares and any discounts that the proposer would care to include in order to capture this market share.

3. Concept: 2nd/3rd Shift Service – Late evening/early morning transit service to meet the needs of employees working late night or early morning work shifts.

Currently, public transit services are available to the urban area and industrial parks to bring employees to the first and second work shifts generally beginning at 7 a.m. and 3 to 4 p.m. respectively. The “gap” here is that there is no public transit service available to bring people to the 3rd work shift or home from the 2nd work shift at 11 p.m. or midnight.

The concept for this proposal is for a provider to operate a shared ride, door-to-door paratransit service in the time range of 10 p.m. to 1 a.m. nightly, Monday through Saturday. It is suggested that one vehicle assigned to each county would be available and that the provider have the capacity to take reservations, dispatch trips, collect fares and provide sufficient reporting for such services to be monitored and accounted for. An hourly rate is anticipated for this response.

Note: This concept was addressed during the last round of JARC/New Freedom funding in 2007. However, it remains a viable concept for funding application for continued operating assistance.

4. Concept: Expanded Paratransit

The concept here is additional paratransit services beyond what is currently being provided by LANtaVan either “premium or same day service” during regular hours or added services during non-traditional hours. Some examples follow:

Evening Service - Expansion of LANtaVan Evening Service throughout the daylight service area until midnight.

Sunday Service (Begin operations at 6:00 a.m.) – Service would allow for the expansion of Sunday services to the disabled/elderly.

Same Day Service - service would allow for a trip to be provided where a medical doctor needs to see a patient immediately due to an acute condition.

An hourly rate or per trip rate from a qualified local provider is anticipated in response to this request.

Note: This concept was addressed during the last round of JARC/New Freedom funding in 2007. However, it remains a viable concept for funding application for continued operating assistance.

5. Concept: Drop off and Wait at Day-Care

The concept here is to allow parent transit rider to get off the bus, take their child into day care, and re-enter the same bus before it departs. Otherwise parent has to wait to catch the next bus that could be as long as an hour later.

The service could be provided by an existing public transit fixed-route service provider who would estimate the cost of such an enhancement to existing services. The trips would be arranged for in advance. The local public transit provider could assign a cost to this added quality of service on an annualized basis.

The service could also be provided by a local contractor who could respond almost immediately to calls for service from someone who has been dropped off at a day-care center who needs an alternative to reach his/her destination. An hourly rate is anticipated in response to this service model.

6. Concept: Bus Stop Accessibility

What has been suggested through the planning process is that many bus stops in the community are difficult to access. Transit riders may have to cross busy streets with no pedestrian controls to access the stop. Nearest pedestrian controls may be a block away from the bus stop.

In order for anyone to advocate for an improvement in this regard, it is logical to gather an assessment of the problem. How many bus stops are difficult to access? What areas are challenging for pedestrians with disabilities to maneuver? Where are pedestrian controls lacking? Contact LANta to obtain the list of bus stops.

The response to this “gap” is for an agency or a consultant to do an inventory of such instances and circumstances so that the problem could be quantified. Anticipated would be a listing of accessible and inaccessible bus stops throughout the LANtaBus city transit service area with details as to what specifically makes a stop inaccessible and what remedies might be appropriate.

Based upon the results of this inventory, a community plan for advocating safer bus stops can be developed and implemented.

7. Concept: Access to Education and Travel Training

The concept here is educating young people – school aged children with disabilities - on how to use public transit services available in the Lehigh Valley. It would include providing transit passes to school children to educate them on how to use public transit. It could also include the provision of service to students for internships or early work experiences while still in school.

There are three “gaps” within this concept. This RFP seeks proposals for:

- 1) An education curriculum that could be offered to all schools in the Lehigh Valley for teachers to utilize to educate young people with disabilities about public transit and how to use it.
- 2) LANta currently offers free ‘training passes’ to teachers and students for this education purpose and would continue to do so and expand the availability of these passes to meet whatever demand arises.

- 3) Shared-ride, door-to-door, advanced scheduled services would be the most appropriate to meet the need of students to access internships or early work experiences while in school. The anticipated response to this request is an hourly rate for the provision of such service by a provider with the capacity to respond to such requests, dispatch service, collect fares and record and report statistics sufficient to monitor and account for such services.

8. Concept: Service-Hellertown to Fogelsville

Currently there are no direct public transit services between the borough of Hellertown and the industrial park area in Fogelsville. Passengers must take a bus into Bethlehem and transfer. This suggestion is for more direct, quicker access to the industrial park area in Fogelsville.

Response to this proposal is for a regular daily fixed-route public transit bus route between Hellertown and Fogelsville operated in the morning and afternoon peak hours that match the main demand as reflected in current bus services. A daily cost of operation is anticipated from a provider who can respond responsibly with such service. Such a provider should have the capacity to provide regional vehicles, trained and professional driving staff, insurance and financial support, the ability to collect and account for transit fares and to record and report on passengers and operations for monitoring and audit purposes.

Note: This concept was addressed during the last round of JARC/New Freedom funding in 2007. However, it remains a viable concept for funding application for continued operating assistance.

9. Concept: Service Outside Existing Service Area

The concept is a need for bus service to neighboring counties to access services and possibly employment. New Jersey access may be a part of this as well.

This request seeks a proposal for the provision of service to employment centers outside Lehigh and Northampton Counties. Service would likely be Monday through Friday during the peak hours although some attention might need to be paid to addressing 2nd and 3rd work shift schedules.

An hourly rate for the provision of such service is anticipated in response to this request from a service provider with the capacity to furnish transit bus fleet vehicles, trained and professional driving staff, insurance and financial support, the ability to collect and account for transit fares and to record and report on passengers and operations for monitoring and audit purposes.

Note: This concept was addressed during the last round of JARC/New Freedom funding in 2007. However, it remains a viable concept for funding application for continued operating assistance.

10. Concept: Multiple-leg Trips

The concept here is that people with disabilities utilizing paratransit service experience difficulty in trip chaining (e.g. you are on your way to work and need to drop child off at day care center or

need to stop at the store on your way home from work after picking up your child at day care; or going to the doctor, getting a prescription, and wanting to stop at a pharmacy on the way home to have it filled.)

Current schedules and policies only provide for services for passengers with pre-determined and scheduled origins and destinations. Multiple-leg trips can be arranged for but must be done in advance and cannot be provided on the day of service. In fact, once in transit, passengers are not permitted to change their schedule of service in terms of origin or destination.

This request is seeking an hourly rate for service alternatives that could be provided should a passenger be permitted to opt for a change in service on the day of service while in transit. For example, a passenger may leave a doctor's office and request to be let off at a pharmacy. That passenger would then call an alternative service and pay an additional fare to be brought to the ultimate destination.

11. Concept: Reverse Commute Options

This concept involves doing more for people residing in the urban core who might be looking for entry-level jobs in the industrial parks. Work with the employment agencies to find out where the jobs are located.

This request is for a quotation on what it would cost to provide express services during peak hours between the Allentown Transportation Center and industrial parks in Fogelsville, LVIP 1 – 6, and The Stabler Center. Approximately 6 hours of service per day Monday through Friday is anticipated to be needed.

Note: This concept was addressed during the last round of JARC/New Freedom funding in 2007. However, it remains a viable concept for funding application for continued operating assistance.

12. Concept: Service Outside the urban, fixed-route service area

The concept here is that several communities and locations in the Valley currently have no public transportation services: for example, Bath has no fixed route service; and Center Valley, and DeSales University and vicinity are without access to transit service.

This request is for a price quotation for the provision of such services. Regular public transit services would be operated on the basis of about 8 hours a day, five days a week, Monday through Friday.

13. Concept: Mobility Manager Support

This is the concept of setting aside an annual budget for assistance for people with disabilities and/or people who are financially disadvantaged who are in transition between cash assistance and self-sustaining employment. The idea here is that such individuals need vouchers or some

other means to pay transit fares to access employment interviews or even the first several weeks of commuting to employment until their first pay comes through.

This request is for a budget figure of what would be required to assist this population segment in need with an estimation of the number of people that would be assisted annually. The budget figure should be estimated for a two-year period.

14. Concept: Web Site Travel Assistant

This concept is for a central database of information about transportation services. Currently, there is no central website to allow people to look for transportation, car and van pooling opportunities, park and ride lot identification, trip itinerary planning on public transit, access private inter-city transportation info (Trans-Bridge, Bieber, Greyhound).

The request here is for the establishment of such a web site and the costs involved in maintaining such a service annually over a three-year period.

Evaluation Criteria

LVTS has established an evaluation process to review proposals. Each proposal will be independently reviewed to determine compliance with all aspects of the RFP.

An Evaluation Review Committee will score each proposal, using a rating system of 1 to 10, with 10 being the highest score.

Each committee member will conduct evaluations independently. Upon completion of reviews, individual scores will be gathered and a total composite score will be established and proposals will be ranked in order of total score. The Evaluation Review Committee will provide a recommendation to LVTS. LVTS will be responsible for the final decision.

The Proposer with the highest ranked proposal, and whose price proposal is acceptable, may be contacted regarding any potential areas to be negotiated including price. If negotiations are determined not necessary, a contract may be awarded to that entity.

If negotiations are conducted and are not successful with the top ranked Proposer, then negotiations may be conducted with the next highest ranking Proposer and so on down the line. At the discretion of LVTS, multiple proposers may be awarded contracts simultaneously for all or some portion of their proposal if the price proposal component is acceptable.

The criteria that will be used to evaluate proposals and associated weights are as follows.

1. **Scope of Services to be Provided/Gaps to be Addressed** - This refers to the Proposer's understanding of the need and provision of transit services to address the gaps identified in the RFP. (25%)

2. **Qualifications of the Proposer** - This refers to the ability of the Proposer to meet the terms of the RFP. This also includes the Proposer's financial ability to undertake a project of this size and the firm commitment of the needed local match. (30%)
3. **Soundness of Approach** - Emphasis here is on the description of the transit services to be provided to address identified gaps as described in the RFP. (25%)
4. **DBE Participation** – Emphasis here is on encouraging DBE participation in the process. Due to a lack of certified/qualified DBEs both located in the region and capable of performing the tasks sought, no DBE goal is being established. However, the solicitation and use of certified DBEs is still encouraged. (5%)
5. **Cost** – Reasonableness/effectiveness of the proposed project budget (15%)

**GENERAL REQUIREMENTS
FOR
REQUEST FOR PROPOSALS
FOR
PUBLIC TRANSIT SOLUTIONS
TO FILL SERVICE GAPS
IN THE GREATER LEHIGH VALLEY REGION**

**Released By The
Lehigh Valley Transportation Study c/o
Lehigh Valley Planning Commission
961 Marcon Blvd. Suite 310
Allentown, PA 18109-9397**

January 3, 2013

REQUEST FOR PROPOSALS

PUBLIC TRANSIT SOLUTIONS TO FILL SERVICE GAPS IN THE GREATER LEHIGH VALLEY REGION

The Lehigh Valley Transportation Study (LVTS) is seeking proposals from qualified individuals/firms/corporations to provide public transportation services to fill existing service gaps identified. The proposer must have prior experience in the service areas proposed, and shall be prepared to demonstrate sufficient financial capacity.

All proposals are to be submitted in accordance with the request for proposals which may be obtained from: Michael Donchez, Lehigh Valley Transportation Study c/o Lehigh Valley Planning Commission, 961 Marcon Blvd., Suite 310, Allentown, PA 19109-9397 (610) 264-4544, or msd@lvpc.org. Proposals will be accepted at the offices of the Lehigh Valley Transportation Study c/o the Lehigh Valley Planning Commission until 5:00 PM on Friday, February 15, 2013. LVTS reserves the right to reject any and all proposals or parts thereof.

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PART I

GENERAL INFORMATION

I.1 PURPOSE

The Lehigh Valley Transportation Study (LVTS) is seeking proposals from qualified individuals/firms/corporations to provide transportation services to fill identified gaps in existing public transportation services.

The proposer must have prior experience in the service areas proposed and shall be prepared to demonstrate sufficient financial capacity

I.2 SCOPE

This RFP contains instructions governing the proposals to be submitted and the materials to be included.

I.3 TYPE AND DURATION OF CONTRACT

The projected duration of the contract is for a period of up to two years. The RFP process assumes the contract start date would be May 3, 2013 or soon thereafter depending on the ability of the contractor to respond and begin operations. LANta, named the designated recipient of federal transportation funds by the governor, will hold and administer all contracts with successfully chosen proposers for funding. Subrecipients shall provide progress reports to LANta on a periodic basis.

I.4 REJECTION OF PROPOSALS

LVTS reserves the right to reject any and all proposals received as a result of this request.

I.5 INCURRING COSTS

LVTS is not liable for any costs incurred by an individual/firm/corporations prior to issuance of a contract.

I.6 ADDENDA TO THE RFP

If it becomes necessary to revise any part of this RFP, addenda will be provided to all proposers who received the basic RFP.

I.7 RESPONSE DATE

To be considered, proposals must arrive at LVTS on or before the time and date specified in the announcement. Individuals/firms/corporations mailing proposals should allow sufficient mail delivery time to insure timely receipt of their proposals.

I.8 PROPOSALS

To be considered, individuals/firms/corporations must submit a complete response to this RFP using the format provided in Part II. Each proposal must include an original and two (2) copies. An official authorized to bind the individual/firm/corporation to its provisions must sign proposals.

I.9 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically providing a straightforward concise description of the individual/firm/corporation's ability to meet the requirements of the RFP.

I.10 ORAL PRESENTATION

Proposing individuals/firms/corporations may be required to make an oral presentation of their proposal. Such presentations provide an opportunity for the individual/firm/corporation to clarify its proposal to insure thorough mutual understanding. LVTS will schedule these presentations if necessary.

I.11 PRIME CONTRACTOR RESPONSIBILITIES

The proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the proposer will be the sole point of contact with regard to the contractual matters.

I.12 NONDISCRIMINATION

In the connection with the execution of a contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The individual/firm/corporation shall take actions to insure that minority applicants are employed, and that employees are treated during their employment without regard to their race, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment of compensation; and selection for training, including apprenticeship.

I.13 INTEREST OF PUBLIC OFFICIALS

No member or delegate to the U.S. Congress, or member, officer, employee of LVTS shall have any interest, direct or indirect, in this contract or the proceeds thereof during his/her tenure or one year thereafter.

I.13 DISADVANTAGED BUSINESS ENTERPRISE

Disadvantaged Business Enterprise (DBE) Policy – It is the policy of the U.S. Department of Transportation that minority-owned and women-owned business enterprises (hereby referred to as DBEs) shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. The recipient or its subcontractor agrees to ensure that DBEs have the 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, all recipients or subcontractors shall take all necessary and reasonable steps to ensure the DBEs have the opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of USDOT-assisted contracts.

The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 and the regulations of the USDOT issued there under 49 CFR Part 21. In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin.

LVTS solicits and encourages Disadvantaged Business Enterprise (DBE) participation. DBEs will be afforded full consideration of their responses. No percentage goal is set for this contract. However, it should be noted that a "good faith effort" should be made to involve such enterprises in any contract/subcontract work that is part of the scope set forth.

I.14 FURTHER INFORMATION

Informational requests are to be directed to Michael Donchez, Lehigh Valley Transportation Study c/o Lehigh Valley Planning Commission, 961 Marcon Blvd., Suite 310, Allentown, PA 18109-9397, (610) 264-4544, or msd@lvpc.org.

I.15 PROPOSAL SUBMISSION

Proposals shall be submitted to the Lehigh Valley Transportation Study c/o the Lehigh Valley Planning Commission, 961 Marcon Blvd. Suite 310, Allentown, PA, 18109-9397.

PART II

INFORMATION REQUIRED

II.1 PROPOSAL CONTENT

Proposals must be submitted in the three sections, which are described in paragraphs II.2 and II.4 below. To be considered, the proposal must respond to all requirements of this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

II.2 VENDOR SERVICES PLAN

This section should describe, in narrative form, the type of services the proposer will provide. The description of responsibilities and concepts are set forth in Part IV of this RFP should be used as a guide. Proposers are encouraged to present their views and suggestions within the context of requirements presented herein.

II.3 PRIOR EXPERIENCE

This section should include the experience of the individual/firm/corporation to be awarded the contract for transportation services to be rendered.

II.4 FINANCIAL CAPACITY

The individual/firm/corporation shall provide documentation in support of their financial capacity to perform under the proposed agreement. This should include a multi-year business plan, business and/or personal resources that will provide required operating cash, certified financial statements, budget narrative, proof that the required local match is available, etc.

PART III

CRITERIA FOR SELECTION

All proposals received will be reviewed and evaluated. It may be necessary to call in appropriate representatives for an interview to further discuss the submitted proposal.

The following areas of consideration, as well as the areas mentioned in the Evaluation Criteria section on page 9, will be used by LVTS in making the selection.

- Understanding the vision for transportation services to be provided to fill gaps in service.
- The extent of services to be provided.
- The experience of the individual/firm/corporation with similar operations.
- The financial capacity of the individual/firm/corporation to perform over the life of the contract.

PART IV

VISION AND RESPONSIBILITIES

IV.1 VISION

Individuals who are transportation-disadvantaged face different challenges in accessing services depending on whether they live in urban, rural, or suburban areas. The geographic dispersion of transportation-disadvantaged populations also creates challenges for human service programs hoping to deliver transportation for their passengers.

Over the years, in response to these challenges, Federal, State and local governments, and community-based organizations created specialized programs to meet particular transportation needs. At the Federal level alone, there are at least 62 separate programs, administered by eight Federal departments, and even more agencies, that provide special transportation services to individuals with disabilities, older adults, and people with low incomes. Most of these are human service programs that fund limited transportation services to provide eligible participants with access to particular services, such as job training, health care, senior centers, or rehabilitation programs.

The vision is to fill the gaps between human service and public transportation services previously available and to facilitate the integration of individuals with disabilities into the workforce and full participation in the community.

FTA ATTACHMENTS

- A.....FTA THIRD PARTY CONTRACT PROVISIONS**
- B.NON-COLLUSION AFFIDAVIT**
- C.....DEBARMENT CERTIFICATION**
- D..... DEBARMENT - LOWER TIER CERTIFICATION**
- E.DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION**
- F.PENNSYLVANIA NON-DISCRIMINATION CLAUSE**
- G.CERTIFICATION - RESTRICTIONS ON LOBBYING**
- H. BIDDER / CONSULTANT INFORMATION**

ATTACHMENT A

FTA Third Party Contract Provisions

1. Delays and Damages: In the event of a substantial delay in progress of work due to factors other than results of the CONSULTANT's operation or actions, the maximum total compensation payable, net fee and schedule of completion will be subject to review upon request by the CONSULTANT or LANta, and shall be accompanied by adequate substantiating data to justify a change. Any consideration given by LANta as a result of the above delays will be made on an individual basis with a study being made of the influencing factors at the time of the delay.

If the CONSULTANT refuses or fails to perform the services in the Agreement, within the time specified or any extension thereof, LANta may by written notice terminate the rights of the CONSULTANT to proceed with this Agreement or with such part or parts thereof as to which there has been delay, and may hold the CONSULTANT liable for any damage caused LANta by reason of such termination. The right of the CONSULTANT to proceed with the performance of the agreement shall not be terminated under this section if the delay is due to causes beyond the control and without the fault or negligence of the CONSULTANT.

2. Termination: LANta may terminate this contract, or any portion of it, by serving a notice of termination on the CONSULTANT. The notice shall state whether the termination is for convenience of LANta or for the default of the CONSULTANT. If the termination is for default, the notice shall state the manner in which the CONSULTANT has failed to perform the requirements of the contract. The CONSULTANT shall account for any property in its possession paid for from funds received from LANta, or property supplied to the CONSULTANT by LANta. If the termination is for default, LANta may fix the fee to be paid the CONSULTANT in proportion to the value, if any, of work performed up to the time of termination.

If the termination is for convenience of LANta, the CONSULTANT shall be paid its contract close-out costs, and a fee, if the contract provides for a fee, in proportion to the work performed up to the time of termination.

If, after serving notice of termination of default, LANta determines that the CONSULTANT 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 CONSULTANT, LANta, after setting up a new work schedule, may allow the CONSULTANT to continue work, or treat the termination as termination for convenience.

3. Remedies/Sanctions for Breach of Contract: LANta reserves the right to retain 10% of the contract price for a period of ninety (90) days after LANta accepts receipt of the materials or construction work in order to insure full CONSULTANT compliance with the provisions and specifications.

5. Equal Employment Opportunity: In connection with the execution of this agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, handicap, or disability. The CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during employment, without regard to their race, religion, color, sex, national origin, handicap or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, lay-off or termination, rates of pay or other compensation, and selection for training, including apprenticeship. The CONSULTANT further agrees to insert a similar provision in all subcontracts for standard commercial supplies or raw materials (Including Attachment G).

6. Prohibited Interest: No member, officer, or employee of LANta, during this tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom. LANta's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from consultants, potential consultants, or parties to subagreements.

7. Interest of Members or Delegates to Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this contract or receive any benefit arising therefrom.

8. Disadvantaged Business Enterprise: The CONSULTANT will comply with all rules and regulations promulgated by the U.S. Department of Transportation, Federal Transportation Administration, regarding Disadvantaged Business Enterprises. The CONSULTANT will comply with all rules that are in effect. CONSULTANT will submit certification with the bid (Attachment F).

LANta solicits and encourages disadvantaged business enterprise participation. DBE's shall be afforded full consideration of their response and will not be subject to discrimination.

9. Energy Efficiency: CONSULTANT agrees to recognize and abide by the mandatory standards and policies relating to energy efficiency that are contained in the Pennsylvania State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

10. Title VI and The Civil Rights Act of 1964: During the performance of this contract, the CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

11. Environmental Violations: For all contracts and subcontracts in excess of \$100,000, the consultant agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section

508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and facilities included on the EPA List for Violating Facilities, the CONSULTANT agrees to report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

12. Lobbying: Section 1352 of Title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

13. Debarred Bidders: The CONSULTANT certifies that it is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating Labor Standard Provisions.

14. Audit and Inspection of Records: The CONSULTANT will retain all records pertaining to this procurement for a period of three (3) years from the end of the fiscal year in which the procurement occurred and shall, upon request, be prepared to make those records available to LANta or its agent.

15. Protest and Appeal Procedures: These procedures are in compliance with FTA Circular 4220.1B, Chapter V. Interested parties have the right to protest a bid award by notifying LANta, in writing, within five (5) working days of the notice of award. The protester must state in writing the reasons for the protest.

LANta shall respond to a written protest within ten (10) working days of its receipt. The decision of LANta will be set forth in writing with reasons stated and shall be final and conclusive. If no protests are received, LANta shall execute a contract with the bidder to whom the award was made.

Within five (5) working days of the final decision rendered under LANta's protest procedures, interested parties may file a protest to appeal the decision of LANta with FTA. The FTA shall provide LANta with a concurrence notice indicating the nature of the appeal.

When an award has been made, LANta will furnish the protester and FTA with a copy of LANta's protest procedures and any supporting documentation, within ten (10) working days of confirmation that a protest has been filed. When no award has been made, then all interested parties shall be notified and may respond to FTA. The protester may submit to FTA any comments on LANta's submission no later than ten (10) working days after the protester's receipt of LANta's submission.

After all materials have been submitted, FTA will review protests regarding the alleged failure of the grantee to have written protest procedures or alleged failure to follow such procedures. Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative or judicial authorities.

Failure of a protester to comply with the time limits stated in this section will result in dismissal of the protest by LANta.

ATTACHMENT B

NON-COLLUSION AFFIDAVIT

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm, or corporation.

NAME OF INDIVIDUAL, PARTNERSHIP, OR CORPORATION:

ADDRESS:

AUTHORIZED

PERSON:

SIGNATURE:

TITLE:

DATE:

**(FAILURE TO COMPLETE THIS FORM AND TO SUBMIT IT WITH YOUR
BID WILL RENDER THE BID NON-RESPONSIVE)**

ATTACHMENT C

CERTIFICATIONS OF PRIMARY PARTICIPANT

**REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS**

The Primary Participant (applicant for an FTA grant, or cooperative agreement, or potential carrier for a major third party contract) _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application / proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

(If the primary participant (applicant for FTA grant, or cooperative agreement, or potential carrier), is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT, OR COOPERATIVE AGREEMENT, OR POTENTIAL FIRM FOR A MAJOR THIRD PARTY CONTRACT),

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

Signature and Title of Authorized Official

ATTACHMENT C (Continued)

The undersigned chief of legal counsel for the (entity)

hereby certifies that the entity has authority under State and Local law to comply with the subject assurances and the certification above has been legally made.

Attorney

Date: _____ Signature of Applicants

**(FAILURE TO COMPLETE THIS FORM AND TO SUBMIT IT WITH YOUR
BID WILL RENDER THE BID NON-RESPONSIVE)**

ATTACHMENT D

**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project,
potential third party carrier, or potential subconsultant under a major third party contract),

certifies, by submission of this proposal, that neither it nor its principals are presently
debarred, suspended, proposed for debarment, declared ineligible, or principals are
presently, debarred, suspended, proposed for debarment, declared ineligible, or
voluntarily excluded from participation in this transaction by any Federal department or
agency.

(If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project,
potential third party carrier or potential subconsultant under a major third party carrier) is
able to certify to any of the statements in this certification, such participant shall attach an
explanation to this proposal).

**THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT
UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONSULTANT, OR
POTENTIAL SUBCONSULTANT UNDER A MAJOR THIRD PARTY CONTRACT),**

**CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE
CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS
CERTIFICATION AND UNDERSTANDS THAT THE PROVISION OF 31 U.S.C.
SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.**

Signature and Title of Authorized Official

The undersigned chief legal counsel for the (entity)

hereby certifies that the entity has authority under State and Local law to comply with the
subject assurances and that the certification above has been legally made.

_____ Date: _____ Signature of Applicant's Attorney

**(FAILURE TO COMPLETE THIS FORM AND TO SUBMIT IT WITH YOUR BID
WILL RENDER THE BID NON-RESPONSIVE)**

ATTACHMENT E

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

- (1) Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.
- (2) DBE Obligation. The supplier or consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 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 all recipients or consultants shall ensure that all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged and women business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their consultants shall not discriminate on the basis of race, creed, color, national origin, age, sex, handicap, or disability in the award and performance of DOT-assisted contracts.

DBE/WEB CERTIFICATION

Date: _____

Signature: _____

Title: _____

Firm: _____

**(FAILURE TO COMPLETE THIS FORM AND TO SUBMIT IT WITH YOUR
BID WILL RENDER THE BID NON-RESPONSIVE)**

ATTACHMENT F

COMMONWEALTH NON-DISCRIMINATION CLAUSE

1. Consultant shall not discriminate against any employee, applicant for employment, independent consultant or any other person because of race, color, religious creed, ancestry, national origin, age, sex, handicap, or disability.

Consultant shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, handicap, or disability. Such affirmative action shall include, but is not 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.

Consultant shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

2. Consultant shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, handicap, or disability.
3. Consultant shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Consultant.
4. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Consultant has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Consultant was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Consultant will be unable to meet its obligations under the Consultant Compliance Regulations issued by Pennsylvania Human Relations Commission, or this non-discrimination clause. Consultant shall then employ and fill vacancies through other non-discriminatory employment procedures.

ATTACHMENT F (cont'd)

6. Consultant shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Consultant's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Consultant may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
7. Consultant shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to PA Code Chapter 49.35 of these Regulations. If Consultant does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.
8. Consultant shall actively recruit minority subconsultants or subconsultants with substantial minority representation among their employees.
9. Consultant shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subconsultant.
10. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.
11. Consultant obligations under this clause are limited to the Consultant's facilities within Pennsylvania or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Wherever herein above the word Consultant is used it shall also include the word Engineer, CONSULTANT, Researcher, or other Contracting Party as may be appropriate

Firm Name:

By:

Signature & Title

Date: _____

**(FAILURE TO COMPLETE THIS FORM AND TO SUBMIT IT WITH YOUR
BID WILL RENDER THE BID NON-RESPONSIVE)**

ATTACHMENT G

CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made 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 amend 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.]

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

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date: _____

**(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH
YOUR BID WILL RENDER THE BID NON-RESPONSIVE)**

ATTACHMENT H

BIDDER/CONSULTANT INFORMATION

The following information must be provided for the Primary Firm and all proposed sub-firms.

Name of Individual, Partnership or Corporation	
Mailing Address	
Business Address if Different than mailing Address	
Contact Person	
Telephone Number	
Fax Number	
E-mail Address	
Authorized Person & Title	
Authorized Person Signature	

**(FAILURE TO COMPLETE THIS FORM AND TO SUBMIT IT WITH YOUR
BID WILL RENDER THE BID NON-RESPONSIVE)**