



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

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***TOM GROSSMANN
SHANNON JONES
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APPROVE AND ENTER INTO TRANSPORTATION SERVICES CONTRACT WITH UNIVERSAL TRANSPORTATION SYSTEMS LLC DBA UTS FOR THE OPERATION OF THE WARREN COUNTY TRANSIT SERVICE

WHEREAS, Warren County procured transportation services for the operation of the Warren County Transit Service for the period of January 1, 2021; to December 31, 2021; and

WHEREAS, Warren County selected Universal Transportation Systems, LLC dba UTS to be the service provider; and

NOW THEREFORE BE IT RESOLVED, to approve and enter into a transportation services contract with Universal Transportation Systems, LLC dba UTS for the operation of the Warren County Transit Service for the period of January 1, 2021, to December 31, 2021, as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/sm

cc: Transit (file)
C/A—Universal Transportation Systems, LLC (dba UTS)
Universal Transportations Systems

**REQUEST FOR PROPOSAL
FOR THE OPERATION OF THE
WARREN COUNTY TRANSIT SERVICE**



**August 28, 2020
12:00 PM**

**WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DRIVE
LEBANON, OHIO 45036
(513) 695-1250**

Table of Contents

<u>Item</u>	<u>Page</u>
Notice to Transportation Providers	2
I. Project Description.....	4
II. Contractor Responsibilities and Service Requirements	6
III. Submission of RFP	14
Project Schedule.....	15
Conditions for Responding	16
IV. Submittal Package.....	22
Submittal Checklist.....	22
Submittal Forms.....	23-33
Cost Summary Proposal Forms	34
Proposal Page.....	36
Statement of Proposer	38
Non-collusion Affidavit	40
FTA Master Agreement	41
V. Exhibits	
1. Vehicle Roster.....	42
2. Equipment Inventory List	43
3. System Brochure	44
4. Daily Summary Sheet	46
5. WCTS Goals, Objectives & Performance Measures	47
6. Sample Contract.....	48
7. Scoring Criteria.....	63
VI. Federal Clauses	64

**NOTICE TO TRANSPORTATION PROVIDERS
REQUEST FOR PROPOSALS FOR
PROVISION OF DEMAND RESPONSE
TRANSIT SERVICES**

The Warren County Board of Commissioners is seeking proposals for the continued operation and management of its transportation program. The system will operate within Warren County and provide transportation within the County and to selected locations in the Dayton and Middletown area using nineteen (19) County-owned vehicles. It will be a one year contract with a startup date of January 1, 2021 and renewal options for four (4) additional years.

The deadline for receipt of proposals is 12:00 PM on August 28, 2020 at the location listed below. Service and cost proposal packages should be submitted: One original and three copies of each in separate, sealed envelopes labeled "Service Proposal for the Warren County Transit System (WCTS)" and "Cost Proposal for the Warren County Transit System (WCTS)" and sent to:

Warren County Office of Grants Administration
Warren County Administration Building
406 Justice Drive, Room 251
Lebanon, OH 45036

Letters should include a contact name, address, phone number, and email.

All Respondents are notified that disadvantaged business enterprises (DBEs) are encouraged to submit responses to this request. The Warren County Board of Commissioners 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 by contacting Susanne Mason, Warren County Office of Grants Administration, 513-695-1210 or via email at susanne.mason@co.warren.oh.us

This project is funded in part by Federal funds through the Federal Transit Administration (FTA) through an operating grant under the 49 USC Section 5311, the Ohio Public Transportation Grant Program, and the Ohio Elderly and Disabled Transit Fare Assistance Program along with County local funds. **The Warren County Board of Commissioners retains the right to reject any or all proposals, and to withdraw this solicitation at any time.** The Warren County Board of Commissioners is an equal opportunity employer.

WARREN COUNTY TRANSIT SERVICE REQUEST FOR PROPOSAL

Definitions as used herein

- a. The term "request for proposal" (RFP) means a solicitation of a formal sealed proposal.
- b. The terms "proposal and offer" means the price and services offered by the Respondent in response to this RFP.
- c. The terms "Respondent" and "Proposer" mean the offerer or vendor responding to this RFP.
- d. The term "Contractor" refers to the Respondent(s) selected by the Warren County Board of Commissioners to perform service under this contract.
- e. The term "Agency" means the Warren County Board of Commissioners
- f. The term "ODOT" means Ohio Department of Transportation.
- g. The term "contract" means the legally-binding agreement between the Warren County Board of Commissioners and the successful proposer (Contractor) to perform the services described in this RFP.

CONTACT PERSON

Questions regarding the RFP or requests for information should be directed, in writing, to Susanne Mason, Grants Administration Director, Warren County Office of Grants Administration, 406 Justice Drive, Room 251, Lebanon, Ohio 45036, (513) 695-1210, susanne.mason@co.warren.oh.us. No requests for information will be considered after **August 20, 2020**.

I. PROJECT DESCRIPTION

The Warren County Board of Commissioners is seeking an interested, qualified Service Provider to provide demand responsive transit service with a possibility of adding flex routes to all areas of Warren County, including providing access to, but not within the urbanized areas of Dayton and Middletown. All proposals must include the entire service and the services cannot be separated. Providers must provide a complete budget (blank form provided).

Proposals should be based on the following information:

Passenger trips: Approximate total one-way trips – 40,000 (based on CY2019 ridership data)

General Ridership	38,000
Contract Service	<u>2,000</u>
Total	40,000

Revenue Vehicle Hours: 29,764

Revenue Vehicle Miles: 391,564

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.

Nineteen (19) vans/light transit vehicles are owned by the Warren County Board of Commissioners and used on this project. At this time, the Service Provider does not need to supply additional vehicles (see an attached vehicle roster, Exhibit 1). Other equipment owned by the County and made available to the Service Provider is included in Exhibit 2 including vehicle radios. All County-owned vehicles will be used for Warren County Transit Service only. Currently 14 vehicles are needed during peak service.

The successful vendor must provide driver and dispatch operations, vehicle maintenance activities and daily management of the entire system. The successful vendor must also provide office space for the dispatching operations as well as their management team.

The Service Provider will be responsible for meeting all requirements as specified in the contract including, but not limited to, employee standards and training, vehicle maintenance, safety, on-time performance, reporting, billing, insurance coverage, ADA, Bloodborne Pathogens, wheelchair securement, defensive driving, first aide, CPR, passenger assistance, and Drug and Alcohol Testing compliance. The Service Provider must comply with all Warren County Transit Service's Policies and Procedures. The Service Provider must have a safety policy, customer service policy, personnel policy, drug & alcohol policy, driver's handbook and System Security and Emergency Preparedness Plan (SSEPP) in place.

PROJECT DURATION

The Warren County Board of Commissioners desires to sign a one (1) year contract, with a

renewal option for four (4) additional years per mutual agreement, initial period to begin January 1, 2021 and end December 31, 2021. Said contract will be authorized by ODOT and the FTA and in accordance with the standards and guidelines established by the Warren County Board of Commissioners. Rates for the 2nd, 3rd, 4th, and 5th years of the contract, if extended, may be renegotiated based upon the availability of Federal, State and local funds.

DETAILED SERVICE DESCRIPTION

Demand response service is currently provided to all areas of Warren County. The service also currently provides service to several points outside of the county including: City of Middletown, UC West Chester Hospital, and Greater Dayton RTA's South Hub. Exhibit 3 also contains a detailed description of the service, written primarily for the user of the system.

A flex route runs throughout the City of Lebanon. The County may choose to run additional routes throughout the County to increase transportation to jobs and industry. Service Provider will be expected to provide consultation regarding routes and run all routes.

Scheduling is done on a first-come first-served basis and is operated 12.5 hours per day each weekday, with trips arranged and schedules prepared a day in advance. Hours of operation for the service are from 6:00 a.m. to 6:30 p.m. Monday through Friday, excluding the following six (6) holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Warren County Service area covers approximately 400 square miles and has an estimated population in 2019 of 234,600. Open door contract service is available to agencies desiring to purchase transportation services. This service is made available to the extent that it does not interfere with regular service as described above. The open door mode allows the transit system to transport fare-paying ticket holders, as well as contract-paid passenger trips.

Use of the regular service is open to any individual who follows the correct procedure for scheduling a trip, reports at the arranged time/place of trip origin, and pays a fare or presents a ticket.

The Americans with Disabilities Act requires that all passengers, including passengers requiring wheelchair accessibility, must have equivalent/comparable demand-responsive service. In general, fares range from \$1.50 to \$3.00 depending on designation and trip type. The fare structure is indicated in the enclosed route map and schedule.

The successful Service Provider will provide management, dispatch operation of curb-to-curb, demand responsive service with 48 hours advanced notice for County and Dayton and Middletown selected locations. Same day service will be provided only if space and time allow. Vehicles with wheelchair lifts (provided by the County) are available. Service other than that described in this section and in the application must have prior Warren County Board of Commissioners and ODOT approval. There may be a monthly passenger service cap due to limited federal, state and local funds.

MOBILITY MANAGER

Proposals may include an alternate cost to include a part-time mobility manager. Job of mobility manager may include interaction with public, coordinating trips, collaborating with other transportation modes, and grant preparation. Mobility manager should have knowledge of transportation opportunities for disabled persons, senior adults, general population, medical appointments and employment transportation.

II. CONTRACTOR RESPONSIBILITIES AND SERVICE REQUIREMENTS

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. The Service Provider will be reimbursed on a fixed hourly rate on a monthly basis for regular service. All invoices will be accompanied by an explanation and justification for the funds requested. After reviewing and verifying invoices, Warren County will process said invoices and remit payment within thirty days, providing state and federal grant monies have been received.

TRANSIT REVENUE

The revenue generated from WCTS shall be considered the property of the Warren County Board of Commissioners. A revenue transfer arrangement shall be coordinated with the County prior to implementation.

A daily summary sheet shall be provided for each day of service and must be provided to County staff prior to transferring revenue.

The service provider shall repay Farebox receipts lost or stolen while in the possession of the service provider to the Warren County Board of Commissioners.

ACCOUNTING RECORDS

The Service Provider shall establish and maintain in accordance with requirements established by the Warren County Board of Commissioners, ODOT, and FTA, separate accounts for the project, either independently or within its existing accounting system to be known as the "Project Account." The Project Account must be in accordance with ODOT and the FTA chart of accounts. All records will be based on a January 1 to December 31 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 Warren County Board of Commissioners, ODOT and FTA.

All accounting records will be retained for three (3) years following payment of the final invoice or completion of the final audit, whichever is later.

OTHER RECORDS AND REPORTS

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

administrative reporting, and drug and alcohol reporting

The Service Provider will be responsible for submitting in-kind records to Warren County on a monthly basis, and under no circumstances will the Service Provider include in-kind items as expenses on the monthly invoices.

Warren County will reimburse the Service Provider upon proper verification of actual service provided. The County will determine what documentation of service hours is acceptable. Submission of dispatch and driver logs and maintenance files will also be provided upon request. Warren County will withhold payment for services believed to be improper or which have failed to meet the service specifications.

ACCESS TO RECORDS

Warren County, ODOT, FTA or their designee(s) shall 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 any and all financial operations, administrative and maintenance records pertaining to the Project for a period of three (3) years after payment of the final invoice, or after the annual audit, whichever is longer.

All passenger data must be kept in a software format that is transferable to other systems. The Service Provider shall provide any and all data to the County upon request.

ACCESS TO KEY PERSONNEL

Warren County, ODOT, FTA or their designee(s) will have reasonable access to key personnel including, but not limited to operations manager, dispatchers and drivers.

AUDIT AND INSPECTION

The Service Provider will permit Warren County, ODOT and FTA, or their agents to inspect all vehicles, facilities, and equipment purchased by Warren County, 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 Warren County. 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. Any audit costs incurred will be the responsibility of the Service Provider.

The Service Provider agrees that Warren County, 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. Any overpayment to the Service Provider as may be determined by an audit shall be refunded to the appropriate agency (Warren County, ODOT and/or FTA).

REQUIRED INSURANCE COVERAGE

The Service Provider will maintain comprehensive & collision physical damage and auto liability insurance on all vehicles. Comprehensive & Collision physical damage insurance shall be maintained upon project equipment in an amount no less than the actual cash value or cost of repair, whichever is less. Auto Liability and General Liability insurance shall protect the U.S. Department of Transportation, the Ohio Department of Transportation, and Warren County 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 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 name the Warren County Board of Commissioners as an "additional insured". A copy shall be supplied to the Board of Commissioners 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. Warren County will be named as additional insured on all liability policies. All accidents and incidents must be reported to the Grants Coordinator immediately but no later than the next business day. In addition to the above listed amounts the Service Provider shall provide proof of an Umbrella policy covering the General Liability and Auto Liability on the Underlying Coverage with a limit of \$9,000,000.00, resulting in a total of \$10M limit.

Each insurance policy will contain the following clause: "It is agreed that these policies will not be canceled nor the coverage reduced until thirty (30) days after Warren County has been notified in writing of such changes, reductions or cancellations." The Service Provider will provide proof of insurance coverage no later than ten (10) days prior to commencing service.

The Service Provider covenants and agrees that it will indemnify and hold harmless Warren County, its officers, elected officials, employees and agents from any claim, loss, damage, cost, charge, or expense arising out of an act, action, neglect, omission of any kind, or claims of payments for the use of any patented material, article, device, or process used by the Service Provider during the performance of the contract, whether directly or indirectly.

DISPATCHING/OFFICE STAFF

Personnel with dispatch capabilities will staff the operator's office from at least 30 minutes before the first scheduled pick up until at least 30 minutes after the final scheduled drop off. Dispatchers shall be courteous to customers calling in. Each proposer must provide a detailed description of their dispatching capabilities and utilization plan for the above described service. The current service provider utilizes four (4) phone lines, voicemail, and a toll-free phone number. The current toll-free phone number will continue to be used and proposer must describe how they will accomplish this transition (if applicable).

RESERVATIONS

Passengers, including the elderly and/or disabled and the general public, are required to make reservations 48 hours in advance for service for Warren County, and selected Dayton and Middletown locations. Same day service may be considered if time and personnel allow.

FARES

An identification card or other approved ID is required to receive the elderly and/or disabled reduced fare. The identification card is issued by the Warren County Office of Grants Administration with proof of age (65 years or older) or disability. The fares are as follows:

- In-County: \$1.50 elderly/disabled; \$3.00 general public - one-way
- Out-of-county: \$3.00 all trips – one way

PERSONNEL

The Service Provider will be solely responsible for the provision of and satisfactory work performance of all employees as described in this RFP or any reasonable performance standard established by Warren County, and will be solely responsible for payment of all employees' and/or subcontractors' wages and benefits. The Service Provider will comply with the requirements of employee liability, workers' compensation, unemployment insurance, immigration status, and Social Security. The Service Provider will notify the Warren County Office of Grants Administration within twenty-four hours of the removal or reassignment of the Project Director or Operations Manager. The Service Provider and its employees, agents, representatives and all others working in concert with the Service Provider shall not be considered to be employees of Warren County; rather, the same shall be considered as independent contractors in the employ of the Service Provider.

The Service Provider will furnish the following personnel:

Project Director - Due to the critical role occupied by the position of Project Director, the Service Provider must identify the person chosen to fill the position and provide a detailed resume of the individual's experience. The proposed Project Director must be available, if requested, to be interviewed by representatives of Warren County. The Project Director will be required to meet with representatives of Warren County monthly to review and discuss the service. The Project Director will assist County personnel with compiling the required information for the County's preparation of the grant applications for funds from local, state and federal sources and assist the County in the generation of contracts in meeting its local cash needs for the transportation project.

Office Staff - The Service Provider will supply a sufficient number of employees to staff the office at all required times. The Service Provider will be responsible for training these employees and making sure that all program policies and procedures are understood and followed. The Service Provider must describe how daily dispatch functions will be executed, including the handling of emergency and unusual situations.

Drivers - The Service Provider will be required to furnish a sufficient number of qualified drivers to operate the vehicles and to provide the services. Drivers must wear uniform shirts that identify them as transit drivers. All drivers will be neatly and cleanly dressed, and will maintain a courteous and cooperative attitude when in contact with the public. All drivers must be at least 21 years old and properly licensed in the State of Ohio to provide public transportation services.

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. A written record from the Ohio Bureau of Motor Vehicles (BMV) must be submitted for each driver. Drivers who do not meet the following minimum criteria may not participate in the Project:

- No more than one (1) moving violation per year for the past five (5) years, with the maximum of six (6) points on his/her BMV report.
- Driving Records of all drivers will be checked annually for compliance with these standards.
- If the driver's license has been suspended, he/she must have two (2) full subsequent years with no moving violations, and
- Drivers must successfully pass a drug and alcohol test.
- A criminal records background check through the Bureau of Criminal Identification and Investigation 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
- Before hiring an applicant for employment, Service Provider 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 impairment 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.

Before a driver is permitted on the road driving, he/she will observe with another driver or trainer, 8 hours of riding along and also be familiarized with safety procedures including evacuation of the vehicles; drivers will be trained on the proper use of wheelchair lifts and wheelchair securements before being put out on the road alone.

All drivers must receive the following training & review the following policies before transporting any passengers and must have a sign off sheet verifying such:

- Personnel Policies
- Operations Manual
- Customer Service Policy
- Safety Policy

All drivers must receive or have received the following training within 6 months of hiring:

- Sensitivity training (including Passenger Assistance Techniques Training),
- Defensive Driving (including behind the wheel practice),
- System Security & Emergency Preparedness Plan Training (SSEPP),
- Limited English Proficiency Procedures, and
- In addition to the required drug and alcohol, bloodborne pathogens, and wheelchair securement training, all drivers are required to complete first aide training, CPR, and some type of passenger assistance training within six months of being hired. ODOT

maintains a list of passenger assistance training programs that meet this requirement. Trainers for the required training must have a certificate of completion from a state or nationally recognized organization. All drivers should participate in regular staff meetings or safety meetings throughout the year to maintain their skills and to learn new information. Other types of training are encouraged including Defensive Driving.

Within 1 month of hiring drivers must receive the following training:

- Drug & Alcohol training.
- Safety training.

Drivers will receive refresher courses as may be required by ODOT or the County.

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.

VEHICLES

There are nineteen (19) County-owned vans/LTVs available for service. Except for normal wear and tear, vehicles will be returned to Warren County in the same condition as they were received by the Service Provider. The County, upon request from the proposer, will provide the vehicles for inspection at a location, date, and time of the County's choice. Warren County's vehicles are listed on Exhibit 1.

All vehicles shall be equipped with additional items as required by ODOT, including, but not limited to, first-aid kit, flares, and bloodborne pathogen kit. The Service Provider is responsible for these items and shall ensure that all items are fully stocked and in proper working condition. All drivers shall be trained on how to use all equipment provided in the vehicles.

SAFETY INSPECTIONS

The Service Provider will perform and keep a record of routine daily vehicle safety inspections prior to beginning the day's service. 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 County may inspect vehicles at any time and may bar a vehicle from service until the problem(s) discovered is/are corrected.

LICENSING

All vehicles are the property of the Warren County Board of Commissioners, titled to the Warren County Board of Commissioners and licensed by the Warren County Board of Commissioners. Under no circumstances will these vehicles be used for purposes other than those described in the project contract without the express written permission of the Warren County Board of Commissioners.

MAINTENANCE

All vehicles will be maintained at the Service Provider's expense in accordance with the manufacturer's specifications. Vehicles will be kept clean, inside and out. Service records must be kept and made available for all vehicles. Proposers will describe how and where the vehicles will be maintained, and any maintenance system or procedure that may be used.

Proposers must submit a vehicle plan that must include the following:

- A written schedule for routine servicing and maintenance or a documented preventive maintenance program;
- Written requirements for routine vehicle inspections; and
- An adequate record keeping system and clear chain of command. The records shall include repairs performed on each vehicle including the date of service or repair, a description of the service or repair performed, and the name of the person who performed the service or repair.

As a part of the preventive maintenance program, the Proposer must have a checklist in place for daily pre-trip vehicle inspections. Pre-trip inspections must be performed prior to placing the vehicle in service. At a minimum, the checklist must document the following: daily inspection and testing of wheelchair restraints, wheelchair lifts and/or access ramps, lights, windshield wiper/washers, emergency equipment, mirrors, and brakes. The driver must also check the interior of the vehicle and equipment within the vehicle to ensure it is cleaned and maintained in good working order.

DAMAGE

All damages to vehicles will be repaired within thirty (30) days of occurrence in a high quality manner, regardless of cause. The County shall be notified during the next business day of any accidents and be provided with a copy of the accident report immediately or no later than the next day of business.

RADIOS

Two-way radios shall be supplied to the Service Provider for each of the vehicles. **All** installation and repair of radios shall be performed by the Warren County Telecommunications Department (WCTD). The County will pay for the installation of the radios in new vehicles. The Service Provider shall be responsible for the cost of any repairs to radios, including parts and labor, subsequent to initial installation in the vehicles. Coordination of payment will be made with Warren County.

The Service Provider will be required to abide by procedures for the use of the radios as established by WCTD. Failure to abide by WCTD procedures shall lead to progressive actions to be determined by the WCTD Director.

PERFORMANCE MEASUREMENTS

The WCTS' goals, objectives, and performance measures are included as Exhibit 5. The selected provider will be expected to meet the monthly performance measurements in a reasonable amount of time. The Warren County Board of Commissioners reserves the right to modify these standards, as necessary.

PHASE-IN OF SERVICE

Proposers must describe how they will accomplish the start-up of the service, including notifying the general public of the service and the time frame involved.

COMPLAINT PROCEDURES

The Service Provider is required to have a written customer complaint procedure. The procedure will include a classification for all complaints and the Service Provider will be responsible for contacting the complainant and addressing the complaint. All complaints and staff action taken in regard to the complaint will be documented, saved, and used for planning and review purposes. All complaints, resolved and unresolved, shall be forwarded to the Warren County Office of Grants Administration.

FUELS AND MATERIALS

The County shall provide fuel for County-owned revenue vehicles. Said fuel shall only be used for WCTS vehicles for official WCTS business. The Service Provider shall be responsible for the costs of any unauthorized purchases by any of their employees through this system.

The Service Provider shall also be responsible for any fuel cards or any other materials supplied by the third party fuel vendor to the Service Provider. The fueling station is at 416 South East Street, Lebanon, Ohio. The Service Provider shall also be responsible for the cost of any lost, stolen, or replacement fuel cards.

The Service Provider shall notify the County immediately of the change of status of any employee of the Service Provider authorized to purchase fuel for WCTS vehicles. Any costs associated with the failure of the Service Provider to notify the County immediately shall be borne by the Service Provider.

All other lubricants, parts and materials required for the performance of the Project shall be supplied by the Service Provider.

ATTENDANTS

The Service Provider is not required to provide attendants. However, the Service Provider must allow an assisting aide/personal care attendant to ride without payment when providing services for someone unable to travel by themselves. The Service Provider will not be reimbursed for aides.

III. SUBMISSION OF RFP

PROPOSAL SUBMISSION

All proposals must be accompanied by a cover letter, signed by an officer of the responding firm, which states that the information contained within the proposal is accurate and complete. The firm shall also indicate how much time will be required from notification of the award until start-up.

Original proposal and three copies are to be received by the Warren County Office of Grants Administration, Warren County Administration Building, 406 Justice Drive, Room 251, Lebanon, Ohio 45036, on or before August 28, 2020 at 12:00 p.m. The clock in the Grants office shall be the correct time. Proposals received after the deadline will not be considered and will be returned unopened to the proposer. Proposals may be withdrawn or modified prior to the due date.

All proposals submitted and not withdrawn shall be binding upon the proposer for a period of sixty (60) days after the due date.

All information contained in the proposal must be legible and any corrections or erasures must be identified. Each proposal must be signed by an authorized representative of the Service Provider. Expenses incurred in developing a response to this RFP are borne entirely by the proposers.

All proposals and supporting documents become public information after the completion of negotiation and selection of a Service Provider.

SELECTION PROCEDURES

A selection committee appointed by the Warren County Board of Commissioners will review and analyze each response. Warren County will only accept proposals that meet the following threshold qualification:

- Preclusion from proposing (Federal, State, local)
- Proper documents submitted and executed/signed/notarized
- Meet proposal deadline

Proposals will be evaluated based upon the criteria outlined in Exhibit 7, Scoring Criteria.

Interviews and/or negotiations may be conducted with each or any of the respondents. As illustrated, cost will be considered, but is not the determining factor for a contract award. After the interviews or negotiations, Warren County will award a contract to the proposer which, in its opinion, has made the best offer, with concurrence from the Ohio Department of Transportation.

Warren County reserves the right to accept or reject any or all proposals.

Project Schedule for RFP

July 26, 2020- Advertise through the news media that Warren County is accepting proposals and the Request for Proposal packets are available through the Warren County Office of Grants Administration.

August 28, 2020, 12:00 PM deadline for submittal or proposals to the Office of Grants Administration.

October 6, 2020, Award contract

January 1, 2021, date for the implementation of the new Contract to operate transit service within Warren County.

Conditions For Responding

1. Scope: The following terms and conditions shall prevail unless otherwise modified by Warren County within this proposal document. Warren County reserves the right to reject any proposal which takes exception to any terms and conditions.
2. Completing proposal: All information must be legible. Any and all corrections and/or erasures must be initialed. The proposal cover letter must be signed by an authorized respondent and all required information must be provided. A neatly typed document of reasonable length and using the forms provided is preferred. Expenses incurred in developing and submitting a proposal will be borne entirely by the Proposer.
3. Confidentiality of proposal information: Each proposal and supporting documents must be submitted in a sealed envelope to provide confidentiality of the proposal information prior to the proposal opening. **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.**
4. Submission of proposal: Proposals are to be sealed and submitted to the following address prior to the date and time indicated on the cover sheet:

**Warren County Office of Grants Administration
c/o Susanne Mason
Warren County Administration Building
406 Justice Drive, Room 251
Lebanon, OH 45036**

The Proposer's Service Proposal should be submitted and labeled "Service Proposal for the Warren County Transit System." The Proposer's Cost Proposal should be submitted under separate cover from the Service Proposal and shall be labeled "Cost Proposal for the Warren County Transit System."

5. Addenda: All changes in connection with this proposal will be issued in the form of a written addendum and sent to all known Respondents not less than two (2) days prior to the proposal due date. Signed acknowledgement of receipt of each addendum must be submitted with each proposal.

No oral instructions, clarifications or additional information will be given by Warren County. All questions, requests for clarification or requests for additional information will be submitted by proposers in writing and will be responded to by Warren County in writing. All such written information shall be public record and shall be available for inspection by any person.

6. Late proposals and modification or withdrawals: Proposals received after the deadline designated in this proposal document shall not be considered and shall be returned unopened. 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.

7. Proposals binding: All proposals submitted in accordance with the terms and conditions of this RFP shall be binding upon the Proposer for sixty (60) calendar days after the proposal opening.

8. 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.

9. Disclaimer of liability: Warren County will not hold harmless or indemnify any Contractor for any liability whatsoever.

10. Holding Harmless: The Contractor agrees to protect, defend, indemnify and hold Warren County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, suits, causes of action, and judgments of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance thereof. Without limiting the generality of the foregoing, any and all such claims, etc., 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 Contractor 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.

11. Law governing All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Ohio.

12. Anti-discrimination clause: No Respondent to this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, disability, sex, national origin, or religious creed.

13. Conditional proposals: Conditional proposals are subject to rejection in whole or in part.

14. Cancellation of contract: (1) Warren County, reserves the right to cancel any contract resulting from this procurement for cause by written notice to the Contractor. Cause for cancellation will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or Warren County. Cancellation with documented cause shall include forfeiture of all or part of any contract security mechanism (withholding, performance bond, etc.) which equals the damage created by failure to complete the contract. (2) Warren County may terminate any contract

resulting from this procurement, in whole or part, whenever Warren County shall determine that such termination is in the best interest of Warren County. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance under the contract is terminated, and the date upon which such termination becomes effective. In the event of any termination, Warren County shall pay the agreed rate only for services delivered up to the date of termination. Warren County shall have no obligation to the Contractor, of any kind, after the date of termination. The Contractor shall deliver all records, equipment, and materials to Warren County within seven (7) days of the date of termination.

15. Subletting of contract: The contract derived from this RFP shall not be sublet except with the written consent of the Warren County Board of Commissioners. No such consent shall be construed as making Warren County a party to such subcontract, or subjecting Warren County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract, and all transactions with Warren County *must* be approved by the Warren County Board of Commissioners.

16. Assignment /transfer of interests: There shall be no assignment/transfer of interests or delegation of the Contractor's rights, duties, or responsibilities of the Contractor under the contract derived from this RFP without the prior written approval of Warren County.

17. Licenses, permits, and taxes: The successful Contractor shall be appropriately licensed for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. The Contractor is liable for any and all taxes due as a result of the contract.

18. Regulatory requirements: The Contractor shall comply with all Federal, State, and local licensing and/or regulatory requirements (including permits) for the provision of transit services.

19. Equal opportunity The Contractor will at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964 as amended.

20. Responsible firms: Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

21. Warren County reserves right: Warren County reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities, and negotiate any or all elements of the proposals. Upon further analysis of need and analysis of costs resulting from responses to this proposal, Warren County reserves the right to award or reject any portions of the proposed system.

22. Lack of funds clause: Should Warren County fail to appropriate funds for this contract, said contract shall be terminated, at no charge to Warren County, when existing funding is exhausted. In such instance, Warren County will provide thirty (30) days advanced notification to the Contractor.

23. Dispute resolution: If any private providers in the area have a complaint or dispute involving the Warren County Transit System (WCTS), they should submit in writing, the nature of the complaint to the Office of Grants Administration at the Warren County Board of Commissioners within thirty (30) days of the occurrence. The Grants Coordinator will submit a copy of the complaint to the Board of County Commissioners. Upon consultation with the Warren County Transit Advisory Committee (TAC), the Board of Commissioners will review the complaint and mail its response to the private provider within fifteen (15) days of submission. All complaints unresolved at the local level will be submitted to ODOT for a final decision.

Disputes or complaints by patrons of WCTS will be addressed by the transit operator immediately. If the situation cannot be resolved at this level, an appeal by the patron, in writing, may be made to the Office of Grants Administration, at the Warren County Board of Commissioners, who has fifteen (15) days to review and resolve the complaint. If the complaint is not resolved at this level, the Grants Coordinator will submit a copy of the complaint to the Warren County Board of Commissioners. Within fifteen (15) days thereafter, the Board of Commissioners, upon consultation with the TAC, will review the complaint and mail its response to the patron. All complaints unresolved at the local level will be submitted to ODOT for a final decision.

24. Protest procedure: It is the policy of WCTS to prepare specifications for goods and services that are not discriminatory in nature. All solicitations are to be open and free to all competing vendors whereby all have a fair opportunity to be successful and be awarded a contract.

If a vendor feels that a particular solicitation is unfair for whatever reasons, the following procedure must be followed to register a proper protest and said procedure shall be a part of all solicitations:

STEP 1 Protest must be made in writing and addressed to the County Administrator no later than 1) three (3) business days before the scheduled bid/proposal due date; 2) three (3) business days after the bid/proposal opening; or 3) three (3) business days after contract award, as applicable. Such protest must cite what the solicitation was for, and for what reason the protest is lodged.

STEP 2 The County Administrator shall make all reasonable attempts to resolve the protest prior to the bid/proposal opening or award of a contract, as applicable, and reserves the right to reschedule same if deemed necessary at his/her discretion. The County Administrator will make his/her decision no later than ten (10) business days from the date the protest is lodged.

STEP 3 If the protest is not satisfactorily resolved at STEP 2, the person or firm making the protest may request a hearing with their legal counsel and WCTS, with WCTS's legal counsel serving as arbitrator on the matter. Request for such a hearing must be made within fifteen (15) business days of the original date the protest was filed.

The decision at STEP 3 shall be final and binding on all parties.

25. Disadvantaged Business Enterprise: The Warren County Board of Commissioners adheres to all FTA Disadvantaged Business Enterprise requirements. The Warren County Board of Commissioners currently has a FTA DBE Goal of 10% of USDOT assisted contracting opportunities.

26. Buy America: The Contractor shall comply with applicable Buy America requirements 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.

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

28. Conservation: The selected Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

29. Environmental Violations: For all contracts and subcontracts in excess of \$100,000, the selected Contractor 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 11738, and Environmental Protection Agency Regulations (40 CFR Part 15) which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The selected Contractor shall report violations to FEDERAL TRANSIT ADMINISTRATION (FTA) and to the US EPA Assistant Administrator for Enforcement (EN0329).

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

32. Cargo Preference: 46 U.S.C. 1241(b)(1) and 46 CFR Part 381 impose cargo preference requirements on the shipment of foreign made goods, requirements therein apply to the contract arising from this procurement.

32. Davis-Bacon Act and Copeland Act : The selected Contractor shall comply with the provisions under the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by the Department of Labor regulations (29 CFR, Part 5). The Contractor shall also comply with the provisions under the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).

33. Publication Reproduction. and Use of Material: No custom material produced in whole or in part under the contract shall be subject to copyright or patent in the United States or in any country. Agency and FEDERAL TRANSIT ADMINISTRATION (FTA) shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom materials prepared

under the contract.

34. Debarred, Suspended, or Ineligible Contractors: The Proposer certifies by submission of a response to this RFP (proposal), that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State, or local department or agency.

35. Independent Price Determination: The Proposer certifies by submission of a response to this RFP (proposal) that it has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person to refrain from proposing, and further, that it has not in any manner, directly or indirectly sought by agreement, collusion, communication, or conference, with that of any person, to fix the proposal amount herein or that of any other Proposer, or to fix the proposal amount herein or cost element of said proposal amount, or that of any other proposer, or to secure any advantage against the Warren County Board of Commissioners or any person interested in the proposed contract.

36. Lobbying Restrictions: The Proposer certifies by submission of this RFP that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form - ILL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

IV. SUBMITTAL PACKAGE

The following forms must be completed and submitted to be considered as a candidate for work described in this RFP. Attach additional sheets as necessary, clearly marked for easy reference by the evaluation committee. A total of four (4) proposal packages must be submitted.

Submittal Checklist

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

- Original plus three (3) Copies of proposal in sealed envelope
- Cover Letter
- Submittal Form plus the following attachments where applicable:
 - Description of organization
 - Maintenance Form
 - Driver Standards
 - Facilities
 - Service Description
 - Implement & Management Plan
 - Safety Policy & Emergency Procedure
- Statement of insurability
- Cost Summary
- Signed acknowledgements signifying receipt of addenda if applicable
- Proposal Page
- Statement of Proposer (property taxes)
- Non-Collusion Affidavit
- FTA Master Agreement compliance
- Additional Attachments if applicable:
 - Credit references
 - Failure to complete contract
 - Managers' resumes or Candidate managers
 - Proposed subcontractors and consultants
 - DBE Status
 - Additional Service Reference

SUBMITTAL FORM

(page 1 of 3)

Identification of Respondent

Name of Organization: _____

Business Address: _____

Telephone Number: _____

Name and Title of Individual to Contact for Further Information:

Legal Status of Organization: (Check one)

For-profit corporation or joint venture corporation

For-profit partnership or sole proprietorship

Non-profit corporation, Public agency or Other (identify)

Description of Organization

Provide a brief description of the major business functions, history, and organizational structure of the Respondent Organization. Attach and label as "Description of Respondent Organization."

Credit References

Attach names, addresses, phone numbers and relation to Respondent of at least three credit references including Respondent's bank. Label the attachment "Credit References."

Has Respondent, or any officer or partner of Respondent, failed to complete a contract?

Yes _____ No _____

If yes, give details on separate sheet labeled "Failure to Complete Contract."

Managers for this contract

Attach resumes of daily and corporate managers and three references. Label these attachments "Managers' Resumes." If selection of a daily manager has not been made, attach resumes of candidates being considered and label "Candidate Managers.":

Daily Manager:

Corporate Manager:

Phone:

Phone:

Anticipated portion of time Daily Manager will devote to this project _____%

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

SUBMITTAL FORM

(page 2 of 3)

Proposed subcontractors and consultants.

Attach company name, contact, address, phone, and anticipated role of any proposed subcontractor and/or consultant; also include three references for each proposed subcontractor and consultant. Label these attachments "Proposed Subcontractors and Consultants."

Disadvantaged and Small Business Status –Ohio Certification

A Disadvantaged Business Enterprise (DBE) is defined in 49 CFR Part 26 as a for-profit concern: (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Check the appropriate status of Respondent's business:

DBE_____ Small Business _____ Neither DBE or Small Business_____

Attach DBE and Small Business certification documents, if applicable. If Respondent organization is not classified as a DBE firm, describe how Respondent expects to meet Agency's DBE goal. Attachments should be labeled "DBE Status."

Is any litigation pending against Respondent or any officer or partner of Respondent's organization?

Yes_____ No_____

If yes, give details below.

SUBMITTAL FORM

(page 3 of 3)

Service References

Please tell us about up to three similar contracts which the Respondent Organization has provided service under. Please use additional sheets to provide any further information about this reference. Label "Additional Service Reference # ____."

Firm Name: _____

Street: _____

City, State, Zip Code: _____

Contact Person: _____ Telephone Number: _____

Length of Service: (dates) _____

Please describe the services respondent provided to this organization by checking as many of the following as apply:

Transit Operations Services

Fixed Route Fixed Route Charter
 Demand Response (Paratransit) Daily School Bus Service
 Other (describe)

Maintenance Services

Heavy Repair Upholstery
 Light Repair Servicing/cleaning
 Preventive Maintenance Road call
 Painting Towing
 Body Work Communication Equipment Repair

Service Features

Vehicles Parts
 Drivers Tires
 Road Supervision Telephone Information Services
 Dispatching Facilities
 Mechanics Scheduling
 Fuel

Average number of miles operated per weekday: _____

Days of operation: _____ Weekday hours of operation: from _____ to _____

Average number of vehicles operated per weekday: _____

Types of vehicles operated: _____

Types of users (ex. general public, disabled, etc.): _____

Description of Organization

Please describe Respondent's Organization.

Maintenance Program

Please describe Respondent's current vehicle preventive and corrective maintenance programs (if Respondent performs own maintenance) and the programs proposed for this, contract. If Respondent does not perform vehicle maintenance and/or plans to sub-contract part or all maintenance work, please indicate intentions. Also describe the program Respondent will follow for inspection and cleaning of vehicles.

Driver Standards

Please describe Respondent's current hiring standards and training and safety programs for drivers; if different from the guidelines as stated in this RFP, please describe the program planned for hiring, training and safety under this contract. Also, include the names of agencies to be utilized in the sensitivity and defensive training portions as required.

Facilities

Presently the Warren County Board of Commissioners does not provide a facility. The successful contractor must provide office space, maintenance facility and parking area for the operations of the Warren County Transit System. The rent, water, sewage, sanitation, gas, electric and phone will be the responsibility of the Contractor. Please provide addresses and physical descriptions of the facility and whether the Respondent plans to rent, buy or sublet a facility to be used in the project which must meet the County's standards.

Service Description

Please use this section to provide a detailed description of how Respondent plans to provide this service. The description should demonstrate understanding of the program as detailed in this RFP. Additionally, any minimum requirements which Respondent proposes to exceed should be described. The description should include, but by no means be limited to, Respondent's plan for scheduling and dispatch, administration, management and support, use of radios, etc. Warren County is considering adding fixed or flexed routes, especially to meet the needs of employment. Please provide a paragraph regarding Respondent's knowledge/experience of adding fixed or flex routes to an existing demand-response system. Describe Respondent's knowledge of FTA policies. Proposers have an option to include information about providing Mobility Management service and Technology Capabilities (such as software, apps, real time scheduling).

Implementation and Management Plan

Describe Respondent's strategy and timeline for implementing transportation services. Describe the management structure for this contract. Emphasis should be on a timely, thorough implementation plan and the assurance of service quantity, quality, and efficiency.

Safety Policy and Emergency Procedures

In this section, the Respondent should state the company policy on safety and also describe procedures for handling emergency situations and the existence of company policy for System Security and Emergency Preparedness Plan that meets ODOT and FTA requirements. Also, the Respondent must provide a copy of their Substance Abuse Policy to ensure compliance with FTA requirements.

Statement of Insurability

COST SUMMARY – Page 1 of 2

Service Providers are to use the following Cost Summary form for submitting the proposed cost for operating the Project as described in the RFP.

ASSUMPTIONS (See Project Description, page 4 and 5)

Revenue Hours of Service:	29,764	Passenger Trips:	38,000
Revenue Miles of Service:	391,564	Contracted Trips:	2,000
		Total Trips:	40,000

EXPENSE CATEGORY:

Labor: Management

- Dispatching
- Drivers
- Maintenance
- Miscellaneous*
- Subtotal
- Fringe Benefits

Materials and supplies:

- Fuels and Lubricants
- Tires and Tubes
- Vehicle Parts
- Office Supplies
- Miscellaneous - Define
- Subtotal

Services:

- Professional
- Custodial
- Technical
- Miscellaneous - Define
- Subtotal

Other:

- Insurance
- Rents and Leases
- Advertising
- Travel and Meetings
- Depreciation
- Utilities
- Taxes
- Other
- Fee (profit)

TOTAL COST: _____

COST PER REVENUE HOUR: _____

COST SUMMARY Page 2 of 2

OPTIONAL ADDITIONAL CATEGORIES

Mobility Management

Salary for ___ hours per week

Technology

Software, Realtime Scheduling

OPTIONAL ADDITIONAL COST: _____

If less than 100% of the cost of an item will be used for WCTS, please submit a **detailed** cost allocation plan with your proposal, i.e. if only 50% of a facility is used by WCTS, then only 50% of the cost of the facility should be charged to WCTS.

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

Respondent: _____

Person Completing Proposal: _____

Title: _____

Signature: _____

Date: _____

PROPOSAL PAGE

TRANSPORTATION SERVICES

WARREN COUNTY, OHIO

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 Warren County Board of Commissioners, Ohio, and also having reviewed the County 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, and insurance necessary to provide a demand responsive transportation service within Warren County and transportation to selected Dayton and Middletown locations as set forth in said Instructions and Specifications. Said service will be performed beginning January 1, 2016, for the attached amounts to-wit: (Attach the cost summary sheet).

The undersigned, _____, agrees that the County 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 Warren County Board of Commissioners.

The undersigned also agrees that if this Proposal is accepted by the County, he/she will be prepared to start transit services within the County on January 1, 2016, and within _____ten (10) days after said acceptance and Notice of Award complete the execution of the Contract with the County. The undersigned will submit the required \$1,000,000.00 Public Liability and Property Damage Insurance certificate, with limits outlined in the RFP. In addition to the above listed amounts the Service Provider shall provide proof of an Umbrella policy covering the General Liability and Auto Liability on the Underlying Coverage with a limit of \$9,000,000.00, resulting in a total of \$10M limit.

**TRANSIT PROPOSAL FORM
PAGE 2**

TOTAL PROPOSAL \$ _____

TOTAL PROPOSAL IN WORDS _____

TERMS

DATE: _____

SIGNED: _____

NAME: _____

TITLE: _____

COMPANY:

ADDRESS:

PHONE:

FAX:

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

STATEMENT OF PROPOSER

Concerning Personal Property Taxes

(No Delinquency)

STATE OF OHIO)

) SS.

COUNTY OF WARREN)

_____, being the
(Name of person making statement) (Title/Position)

of _____,
(Name of Proposer or Company)

being first duly cautioned and sworn according to law does hereby swear or affirm as follows:

1. That as of _____ (date of proposal), _____
_____ (name of proposer) was not charged with any
delinquent personal property taxes on the general tax list of personal
property of Warren County, Ohio.

2. That I understand that a copy of this Statement shall be incorporated into
the contract to be entered between _____
(name of proposer) and the Warren County Board of Commissioners, Ohio.

Further Affiant sayeth naught.

(Signature of person making statement)

_____, being the
(Name of person making statement) (Title/Position)

of _____ appeared before me and did
(Name of Proposer or Company)
swear that the foregoing comments are true as he verily believes.

Sworn to and subscribed in my presence that _____ day of _____, 20____, at
_____ County, _____.

Notary Public
My Commission Expires

STATEMENT OF PROPOSER

Concerning Personal Property Taxes

(Delinquency)

STATE OF OHIO)

) SS.

COUNTY OF WARREN)

_____, being the (Name of person making statement) (Title/Position)

of _____, (Name of Proposer or Company)

being first duly cautioned and sworn according to law does hereby swear or affirm as follows:

AMOUNT OF UNPAID DELINQUENT TAX/PENALTY & INTEREST/TOTAL DUE

- a.
- b.
- c.
- d.

That I understand that a copy of this Statement shall be incorporated into the Contract to be entered between _____ (Name of Proposer) and the Warren County Board of Commissioners, Ohio.

Further Affiant sayeth naught.

(Signature of person making statement)

_____, being the (Name of person making statement) (Title/Position)

_____ (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 that _____ day of _____, 20____, at _____ County, _____.

Notary Public
My Commission Expires

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

_____, being first duly sworn, deposes and says

that he/she is _____ (sole owner, partner, president, secretary, etc.)

of _____, the party making the foregoing proposal or proposal; 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 Warren County Board of Commissioners, 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

FTA MASTER AGREEMENT

The FTA Master Agreement is available at the following internet address:

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2020> **(Make sure you have the current/updated website.)**

If the proposer is unable to access the FTA Master Agreement through FTA's website, please contact the Warren County Office of Grants Administration for a hard copy.

PROVIDERS MUST INDICATE THEIR ADHERENCE TO THESE REQUIREMENTS AS PART OF THEIR CONTRACT

The proposer agrees to comply with all requirements set forth by the Federal Transit Administration per this master agreement.

Proposer

Signed

Date

EXHIBIT 1

Vehicle Roster

Bus #	Year	Make	Model	Model Info
300	2011	FRD	E350	Startrans
303	2011	FRD	E350	Startrans
304	2011	FRD	E350	Startrans
305	2011	FRD	E350	Startrans
306	2011	FRD	E350	Startrans
307	2011	FRD	E350	Startrans
308	2011	FRD	E350	Startrans
309	2011	FRD	E350	Startrans
310	2011	FRD	E350	Startrans
312	2014	FRD	E3FY	Champione
313	2015	FRD	E3FY	Champione
314	2015	FRD	E3FY	Champione
315	2015	FRD	E3FY	Champione
316	2018	FRD	E350	Aerotech
317	2018	FRD	E350	Aerotech
318	2018	FRD	E350	Aerotech
319	2019	FRD	E350	Aerotech
320	2019	FRD	E350	Aerotech
321	2019	FRD	E350	Aerotech

EXHIBIT 2

Equipment Inventory List

Each transit vehicle is installed with:

Product Name	Manufacturer	Part No.
XTL 1500 FLASHPORT SOFTWARE UPGRADE	MOTOROLA	G788AQ

EXHIBIT 3 System Brochure

WARREN COUNTY TRANSIT SERVICE

SYSTEM RIDE GUIDE

Convenient, Low-Cost Public Transportation for Anyone in Warren County Regardless of Age or Income



To schedule a ride, call:
1-888-297-0990

Or TDD Relay Service
1-800-750-0750

WCTS is a service of the Warren County Board of Commissioners with financial assistance provided by the Federal Transit Administration and the Ohio Department of Transportation.

Operated by:
Universal Transportation Systems

What: WCTS provides On-Demand Curb-to-Curb Transportation Service. There is also Flex-Route Loop Service in Lebanon and South Lebanon. Please inquire at the Administration Office for fares and details.

Who: Anyone can schedule a trip with WCTS if they are in Warren County.

When: WCTS provides service Monday – Friday, 6:00 a.m. – 6:00 p.m. Office hours for scheduling and cancellations are 5:00 a.m. – 6:30 p.m. Closed Saturday, Sunday and some holidays.

How: All trips should be scheduled in advance with at least 48 business hours notice by calling WCTS at:

1-888-297-0990
or TDD Relay 1-800-750-0750.

All trip requests will be served based on availability - first come/first serve.

Payment for trip is collected by the driver. **EXACT FARE IS REQUIRED.** Drivers do not carry or make change. Tickets may also be purchased in advance at the Administration Office.

Where: WCTS provides transportation within Warren County, plus 3 locations in Middletown, 1 location in West Chester and limited service to the Greater Dayton RTA South HUB.

For trips outside the WCTS service area, the following transit systems are available in neighboring counties:

Cincinnati – Metro – 513-621-4455
Dayton – GDRTA – 937-425-8300
Middletown Transit – 513-425-7726

Stops outside Warren County

- Middletown Shopping Center
 - Miami University Middletown MUM
 - Cincinnati Eye Institute Middletown, 5850 Innovation Dr. (off Grand Rd)
- Other locations may be accessed by changing buses at the above locations to the Middletown Transit Service.

- West Chester Hospital, 7700 University Drive (off Cox Road)
 - Austin Landing, Miamisburg, Ohio
 - Limited service to Greater Dayton RTA South HUB near the Dayton Mall.
- GDRTA provides service from this location.

WCTS FARE STRUCTURE

In-County On-Demand Curb-to-Curb:
General Public:
\$3.00 one way, within Warren County.

Elderly or Disabled (E/D):
\$1.50, one-way, within Warren County.

To be eligible for reduced fares, passengers must complete an E/D Application and provide documentation verifying their qualification (at least 65 years of age or disabled). Call the Administration Office at 513-695-1259 for additional information.

Outside of County On-Demand Curb-to-Curb
All riders \$3.00, this fare is **NOT** discountable.

Fare Assistance may be available free of charge for non-emergency medical transportation. For more information, contact the Warren County Department of Human Services at 513-695-1450.

Personal Care Attendant (PCA)
Necessary PCAs for passengers may ride without paying a fare. When scheduling a ride, please notify the dispatcher if a PCA will be accompanying you or call if you have questions regarding PCA's.

System Brochure – Continued

WCTS POLICIES

Cancellations: Phone in cancellations at least one hour prior to the scheduled pick-up to avoid being considered a "no show".

No Show: Any occurrence where the person does not show up for a scheduled ride or declines to take the trip when the driver arrives. A rider with **One "No-Show"** shall pay \$5.00 (cash only) at the time of the next scheduled trip. Call us if you have questions regarding the "No-Show" policy.

Late Cancellation: Any cancellation received less than one hour prior to the scheduled pick-up will be considered a late cancellation. A "Late Cancellation" will be considered a "No Show" and the above "No Show" policy will apply.

Ohio Seat Belt Law & Transportation of Children

All passengers must wear seatbelts. Children less than 4 years old and weighing less than 40 pounds must be properly secured in a car-seat provided by the adult. Children less than 8 years old and less than 4'9" must be secured in a booster seat provided by the adult. Children under the age of 12 must be accompanied by an adult.

Passenger Conduct: WCTS has established a policy that addresses instances where a customer's conduct may adversely affect others involved with WCTS. The following identifies WCTS's policy:

Hazardous Conduct: Any act which creates the potential for injury or death to any customer, driver or the general public

Abusive Conduct: Any verbal activity that is generally annoying, offensive or involves rude, insolent or angry speech, or a physical act that involves the privacy of others or involves physical contact with another person.

Unintentional Misconduct: Any act that would qualify as misconduct, but is the direct and immediate consequence of the customer's disability, such as abusive language that is the consequence of Tourette's Syndrome.

Any act of misconduct that he/she has been trained as inappropriate, the act is considered hazardous or abusive.

Consequences of Hazardous or Abusive Conduct

- 1st Offense may, depending on the seriousness of the offense, result in a suspension of services.
- 2nd Offense within a one-year period shall result in suspension of services for 60 days.
- 3rd Offense within a one-year period shall result in suspension for one (1) year.

Packages and/or bags will be limited to an amount the passenger can reasonably manage independently.

All wheelchairs and scooters **MUST** be secured with four point securements.

Complaint Procedure: All disputes or complaints by patrons of WCTS should be directed to the Transit Manager at 1-888-297-0990. If the situation cannot be resolved at this level, patrons may contact the Warren County Office of Grants Administration by any of the following means:

Location: 406 Justice Drive, Rm 251, Lebanon, Ohio 45036
 Phone: 513-695-1259 Lebanon
 Fax: 513-695-2980
 e-mail: wctransit@co.warren.oh.us

Civil Rights Complaints

Any complaints regarding Civil Rights may be directed towards Office of Civil Rights Attention: Title VI Program Coordinator East Building, 5th Floor-TCR 1200 New Jersey Ave., SE



Warren County Transit Service
 Administration Office
 406 Justice Drive
 Lebanon, OH 45036
 513-695-1259
wctransit@co.warren.oh.us

Universal Transportation Systems
 220 Senate Drive
 Monroe, Ohio 45050
 Phone 1-888-297-0990

**To schedule a ride, call
 1-888-297-0990**

WCTS Mission Statement
 Warren County Transit Service (WCTS) will strive to meet the public transportation needs of residents of Warren County in a safe, affordable, and cost-effective manner. WCTS will seek contracting opportunities when possible to increase efficiency and will coordinate with other agencies to reduce duplication of effort.

EXHIBIT 4

Daily Summary Sheet - Sample

Date	Route	Driver	Clock In	Pull Out	1st Pick up	Start Lunch	End Lunch	Last Drop Off	Pull in	Clock Out (5 min from Return)	# OF PASS
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Date	Route	Driver	C-In	LvYd	FPU	Start Lunch	End Lunch	LDO	RtYd	COut	# PASS
6/1/2015	WCTS 1	Driver 1	603	618	722	1145	1215	1512	1541	1546	6
6/1/2015	WCTS 2	Driver 2	622	637	704	1100	1130	1625	1705	1710	17

PCA	TRF	LATE	CXLS	NS	DD	Lt GREEN	GREEN	BLUE	PURPLE	\$0.50	\$1.00	\$1.50	\$3	\$5	\$10
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PCA	TRF	LATE	CXLS	NS	DD	ORG	GREEN	BLUE	PURPLE	\$0.50	\$1.00	\$1.50	\$3	\$5	\$10
0	0	0	1	0	2	0	0	0	0	0	0	4	0		
0	0	0	2	0	10	0	0	1	0	0	0	3	3		

Total Tickets	Total Cash	VEH #	PULL OUT	1ST PU	LAST DO	PULL IN
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total tx	total cash	VEH #	PULL OUT	1ST PU	LAST DO	PULL IN
0	\$ 6.00	295	169033	169050	169102	169115
1	\$ 13.50	306	105958	105972	106117	106132

Revenue Mileage	TOTAL Mileage	Mileage Difference	Both Lunches	Payroll	Gross Hours	Rev Hours
Rev Mileage	Total Mileage	Mileage Diff	Lunch	Payroll	Gross Hours	Rev Hours
52	82	30	0.50	9.22	9.72	7.33
145	174	29	0.50	10.30	10.80	8.85

EXHIBIT 5

WCTS Goals, Objectives & Performance Measures

Goal I: To provide public transportation service to residents of Warren County in a safe, efficient and cost-effective manner.

Objective A: Meet or exceed established Performance Standards established by the Warren County Board of Commissioners, i.e. Refusals, No-shows, Cost/mile, passenger/mile, etc.

Objective B: All transit drivers receive training annually in defensive driving, sensitivity training (including passenger assistance techniques), and CPR/first aid.

Objective C: All vehicles are maintained in accordance with the approved Vehicle Maintenance Plan.

Objective D: Recover 10 percent of the cost of operating WCTS through farebox receipts and contract revenue.

Goal II: To serve the transportation needs of elderly and disabled Warren County residents.

Objective A: Provide in-county reduced-fare trips for certified elderly and disabled passengers (20% of passenger trips)

Objective B: Contract with human and social service agencies to provide contract service for elderly and disabled persons.

Objective C: Provide accessible vehicles on elderly and disabled trips, as required, to meet ADA regulations.

Goal III: To assist in the coordination of transportation services in Warren County.

Objective A: Provide contract transportation to agencies and groups in the County to the maximum extent feasible.

Objective B: Market service to local groups and agencies regarding the availability of transit service.

Goal IV: To provide transit service for transportation-disadvantaged Warren County residents to points outside the County.

Objective A: Provide connection to Dayton transit system.

Objective B: Provide transit service to pre-determined points in Butler County.

Goal V: To comply with all Federal Transit Administration (FTA), Ohio Department of Transportation (ODOT), and local rules and regulations in the provision of transportation services.

Objective A: Submit required information to the County in a timely manner - Invoices, operating data, Drug/Alcohol reports, etc.

Objective B: Operate the system within the guidelines as set forth by ODOT, FTA and the Warren County Board of Commissioners.

EXHIBIT 6

SAMPLE CONTRACT

**CONTRACT
FOR
TRANSPORTATION SERVICES**

This contract executed this _____day of ____ 2015 by and between the Warren County Board of Commissioners (hereinafter referred to as the County) and _____ (hereinafter referred to as the Service Provider).

WITNESSETH:

WHEREAS, the County has made application by and between the State of Ohio, acting by and through the Ohio Department of Transportation (ODOT) for operating assistance under the Urban Transit Program, as codified, 49 USC 5311, and the Ohio Public Transportation Grant Program; and

WHEREAS, the goals of the Urban Transit Program are to enhance the access of people in nonurbanized areas for purposes such as health care, shopping, education, recreation, public services and employment by encouraging the maintenance, development, improvement, and use of passenger transportation systems; and

WHEREAS, the County has agreed by resolution to contract with the Service Provider to carry out the provisions of the Project.

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations, and warranties set forth herein the parties agree as follows:

SECTION 1. PURPOSE OF CONTRACT. The purpose of this Contract is to provide for the undertaking of transportation services to the general public in Warren County, as described in the application, incorporated herewith and made a part hereof by reference, (hereinafter referred to as the Project) by the Service Provider and to state the terms, conditions, and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

SECTION 2. TYPE OF CONTRACT. This contract shall be a unit price contract based on vehicle hours of service and compensation thereunder shall be in accordance with **Section 7, COMPENSATION.**

SECTION 3. PROJECT IMPLEMENTATION. The Service Provider agrees to undertake and complete the Project either directly or indirectly under the supervision of the County in accordance with the terms and conditions of this Contract and as described in the Request for Proposals which shall be incorporated herein and made a part hereof by reference. The County shall supply fuel for all WCTS vehicles.

SECTION 4. PROJECT DURATION. The Service Provider shall commence and carry on the Project beginning January 1, 2016 and ending December 31, 2016, with renewal options for four (4) additional one year periods, upon mutual agreement of Service Provider and County, as authorized by ODOT and FTA and in accordance with the standards and guidelines established by the County. Hourly rates for the 4^h and 5^h years of the contract will be indexed to the annual "All Items" Consumer Price Index (CPI) for "Cincinnati-Hamilton, OH-KY-IN" as calculated by the Bureau of Labor Statistics" for the previous calendar year. **Under no circumstances shall the hourly rate increase for any single year exceed three (3) percent over the previous year's hourly rate.**

SECTION 5. LEVEL OF FUNDING. The Service Provider shall provide services under this contract for costs, in accordance with the Services Provider's budget, incorporated herewith by reference, in an amount not to exceed \$914,311.80 for gross operations, administrative costs and reasonable profit to the Service Provider as set forth in the cost summary. The amount of grant funds available for the Project to the County is \$473,893.00 in Federal funds and \$115,200.00 in State funds. The remainder of Project funds will be provided by other sources as specified in the application and the project budget. The not to exceed amount may be exceeded with prior written approval of County. Service Provider shall not be required to provide service if no funding is available.

It is understood that funding provided to the Service Provider by the County is contingent upon a sufficient level of funding being available to the County through FTA and ODOT. Should, at any time, sufficient Federal and/or State funds not be available to the County for the operations of urban public transportation services, the County may suspend or terminate the Project and cancel this contract as stipulated in Section 28 TERMINATION. In the event the Agreement is terminated by County, Service Provider shall be paid for services provided through the date of termination.

SECTION 6. ELIGIBLE PROJECT EXPENDITURES. Project expenditures eligible for payment under this Contract are only for those expenditures which are eligible Urban Transit expenses and are further identified in the Project budget.

OMB Circular A-87 shall be used as guidance in establishing cost principals applicable to this contract.

SECTION 7. COMPENSATION. The Service Provider shall submit properly documented invoices, not more than once a month based on vehicle hours of service. The vehicle hourly rate shall be \$XX.XX, not to exceed XX,XXX vehicle hours. After reviewing and verifying invoices, the County will process said invoices and remit payment within thirty (30) days, contingent on the availability of federal, state and/or local funds. Service Provider may cease to provide services under this Agreement should County fail to compensate Service Provider for services rendered. The provisions of the preceding paragraph shall apply to compensation owed to Service Provider.

A "Vehicle Hour" is defined as, "from the time the vehicle picks up the first passenger until the time the vehicle drops off their last passenger, excluding any scheduled lunch breaks".

PAYMENT TERMS. County shall pay Service Provider within 30 days of receipt of Service Provider's invoice.

DISPUTED INVOICES. In the event County disputes any portion of Service Provider's invoice, County shall notify Service Provider in writing within fourteen (14) days of receipt of Service Provider's invoice. County shall pay the undisputed portion of the invoice within thirty (30) days of receipt of Service Provider's invoice.

DISPUTE RESOLUTION. Service Provider and County shall meet within fourteen (14) days of Service Provider's receipt of County's notice of a disputed invoice to negotiate a resolution to the dispute. In the event Service Provider and County cannot resolve the dispute through negotiation, the dispute will be resolved in accordance with Section 31 (below).

SECTION 8. TRANSIT REVENUE. The revenue generated from WCTS shall be considered the property of the Warren County Board of Commissioners. A revenue transfer arrangement shall be coordinated with the County and approved by ODOT prior to implementation. Daily summary sheets for the previous week shall be provided to the County by the end of the first business day of the following week.

The service provider shall repay Farebox receipts lost or stolen while in the possession of the service provider to the Warren County Board of Commissioners.

SECTION 9. ACCOUNTING RECORDS. The Service Provider shall establish and maintain in accordance with requirements and established by the County, ODOT, and FTA, separate accounts for the Project either independently or within its existing accounting system to be known as the Project Account.

All cost charged to the Project, including any approved services contributed by the Service Provider, or others, 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 County, ODOT and FTA.

All checks, invoices, vouchers, orders or other accounting documents in whole or in part to the extent feasible, kept separate and apart from all other such documents.

All accounting records shall be retained for three (3) years following payment of the final voucher or completion of audit whichever is later.

SECTION 10. FINANCIAL STATEMENT. The Service Provider shall submit to the County as such times as it may require, such confidential financial statements, records, and other fiscal documents as may be deemed necessary by the county, ODOT or FTA. The County at all times shall maintain the confidentiality of said documents subject to O.R.C. 149.43 et seq. and other applicable law. Upon completion of the contract for services, but subject to the County's Retention schedule and to the resolution of any pending audits or litigation, the County shall return any and all confidential financial statements, records, and other fiscal documents provided to the County by the Service Provider."

SECTION 11. AUDIT AND INSPECTION. The Service Provider shall permit the County, ODOT, and FTA or their agents to inspect all vehicles, facilities and equipment purchased by the County, 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 shall also permit the County, ODOT, and FTA or their agents to audit the books, records, and accounts of the Service Provider pertaining to the Project. An annual audit shall be conducted.

The Service Provider agrees the County shall 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 County to participate in the management of the Project, including but not limited to the hiring and appointment of Project personnel. Notwithstanding the participation of the County, the Service Provider shall make the ultimate determination in all management decisions, including the hiring and appointment of Project personnel.

Any overpayment to the Service Provider as may be determined by the audit must be refunded to the County.

SECTION 12. USE OF COUNTY'S EQUIPMENT AND FACILITIES. Vehicles, equipment Or facilities owned by the County will be used by the Service Provider only for the implementation of the Project and will be maintained at a high level of safety, cleanliness and mechanical soundness. The Service Provider shall permit the County to inspect all vehicles, equipment, and facilities for the Project. A list of vehicles and equipment is included as an attachment.

Should County be unable to replace its fixed assets after the end of their useful lives, County and Service Provider shall meet and agree on any additional repair costs incurred by Service Provider to maintain County's fixed assets beyond their useful lives.

The Service Provider shall assist the County in developing specifications and in the evaluation of procurements for capital purchases.

SECTION 13. REQUIRED INSURANCE COVERAGE. Contractor shall provide vehicle physical damage coverage (Comprehensive and Collision) to include such perils as fire; lightning; explosion; theft; windstorm; hail; earthquake; flood; mischief; vandalism; and overturn or collision with another object. The most Contractor will pay for any one loss is the lesser of. 1) the actual cash value of the damaged or stolen property as of the date of the loss; or 2) the cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or 3) the property's stated value on the fleet inventory. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a "total loss". If a repair or replacement results in better than like kind or quality, Contractor will not pay for the amount of the betterment. The vehicle physical damage coverage shall name the Client/vehicle owner as a loss payee, and shall be primary and in no respect excess to, contributory to, or contingent upon any physical damage coverage carried by the Client/vehicle owner. Contractor shall provide the Client/vehicle owner with a Certificate of Insurance showing compliance with the requirements of this paragraph. Liability insurance shall protect the U.S. Department of Transportation, the Ohio Department of Transportation, and Warren County from claims for damages to property

and bodily injury including death, which may arise from or in connection with operating of the project equipment by the Service Provider or 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. The following policy minimums shall also apply: 1) \$100,000 for bodily injury to or death of any person arising out of any one accident; 2) \$300,000 for bodily injury to or death of more than one person in any one accident; and 3) \$50,000 for damage to property arising from any one accident. Said policy shall name the Warren County Board of Commissioners as an "additional named insured". A copy shall be supplied to the Board of Commissioners 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. Warren County will be named as additional insured on all liability policies. All accidents and incidents must be reported to the Grants Coordinator immediately but no later than the next business day.

Each insurance policy will contain the following clause: "It is agreed that these policies will not be canceled nor the coverage reduced until thirty (30) days after Warren County has been notified in writing of such changes, reductions or cancellations." The Service Provider will provide proof of insurance coverage no later than ten (10) days prior to commencing service.

SECTION 14. INDEMNIFICATION. The Service Provider agrees to protect, defend, indemnify and hold harmless Warren County, its officers, employees and agents against any and all charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this contract and/or performance hereof and resulting from the negligence or intentional misconduct of Service Provider.

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.

SECTION 15. ENVIRONMENTAL VIOLATIONS. The Service Provider agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 18579h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) which prohibits the use under nonexempt Federal contracts, grants, loans of facilities included on the EPA list for Violating Facilities. The Service Provider shall report violations to the County, ODOT, FTA, and the US EPA Assistant Administrator for enforcement.

SECTION 16. ENERGY CONSERVATION. The Service Provider shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 et. seq.).

SECTION 17. CONSULTANT CONTRACTS. Contracts for consultant services must be submitted by the Service Provider to the County for review and prior approval by the County, ODOT, and FTA. If the Service Provider wishes to subcontract a portion of the contract, the Service Provider shall certify to the County that the Service Provider has taken appropriate steps to ensure compliance with EEO, Title VI and DBE as further detailed in Sections 18, 20, and 21 of this contract.

SECTION 18. ASSIGNABILITY. The Service Provider shall not assign, transfer, convey or subcontract in whole or in part, sublet or otherwise dispose of the Contract without the expressed prior written consent of the County and such written consent shall not release the Service Provider from any obligations of this Contract.

SECTION 19. OUTSIDE CONTRACT SERVICES. All contracts for outside services must be of a sufficient amount to totally cover the expenses incurred under said contract, and must be submitted to the County for review and approval prior to execution.

SECTION 20. PROJECT MONITORING AND EVALUATION DATA. The Service Provider shall provide all data required for monitoring and evaluation of the Project requested by the County, ODOT, and FTA. The Service Provider shall provide operating data, including but not limited to, ridership, vehicle hours of service, operation costs and revenues to the County for submission to ODOT as periodically required.

SECTION 21. CHANGES IN PROJECT SCOPE OR BUDGET. Any change to the Project's scope of service or budget as described in the County's Project file with, and approved by, ODOT, and FTA must receive prior approval from the County, ODOT, and FTA before changes can become effective. Failure to obtain prior approval of such changes may result in ineligibility of certain costs for reimbursement. Changes to this Agreement shall be effective only upon written agreement between the parties.

SECTION 22. PERSONNEL. The Service Provider will be solely responsible for the provision of and satisfactory work performance of all employees as described in this RFP or any reasonable performance standard established by Warren County, and will be solely responsible for payment of all employees' and/or subcontractor's wages and benefits. Any reasonable performance standard other than what is described in the RFP shall be provided in writing to the Provider at least thirty (30) days prior to the implementation of that performance standard. The Service Provider will comply with the requirements of employee liability, workers' compensation, unemployment insurance, Immigration Status, and social security. The Service Provider will notify the Warren County Office of Grants Administration within twenty-four hours of the removal or reassignment of the Project Director or Operations Manager. The Service Provider and its employees, agents, representatives and all others working in concert with the Service

Provider shall not be considered to be employees of Warren County, rather, the same shall be considered as independent contractors.

The Service Provider will furnish the following personnel:

Project Director - Due to the critical role occupied by the position of Project Director, the Service Provider must identify the person chosen to fill the position, and provide a detailed resume of the individual's experience. The Project Director must be available, if requested, to be interviewed by representatives of Warren County. The Project Director will be required to meet with representatives of Warren County monthly to review and discuss the service. The Project Director will assist County personnel with compiling the required information for the County's preparation of the grant applications for funds from local, state and federal sources and assist the County in the generation of contracts in meeting its local cash needs for the transportation project.

Office Staff - The Service Provider will supply a sufficient number of employees to staff the office at all required times. The Service Provider will be responsible for training these employees and making sure that all program policies and procedures are understood and followed. The Service Provider must describe how daily dispatch functions will be executed, including the handling of emergency and unusual situations.

Drivers - The Service Provider will be required to furnish a sufficient number of qualified drivers to operate the vehicles and to provide the services. Drivers must wear uniform shirts that identify them as transit drivers. All drivers will be neatly and cleanly dressed, and will maintain a courteous and cooperative attitude when in contact with the public. All drivers must be at least 21 years old and properly licensed in the State of Ohio to provide public transportation services. 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. A written record from the Ohio Bureau of Motor Vehicles (BMV) or approved equivalent must be submitted for each driver. Drivers who do not meet the following minimum criteria may not participate in the Project:

- No more than one (1) moving violation per year for the past five (5) years, with the maximum of six (6) points on his/her BMV report.
- Driving Records of all drivers will be checked annually for compliance with these standards.
- If the driver's license has been suspended, he/she must have two (2) full subsequent years with no moving violations, and
- Drivers must successfully pass a drug and alcohol test.
- A criminal records background check through the Bureau of Criminal Identification and Investigation 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
- Before hiring an applicant for employment, Service Provider 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 impairment 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.)

Before a driver is permitted on the road driving, they will observe with another driver or trainer, 8 hours of riding along and also be familiarized with safety procedures including evacuation of the vehicles; drivers will be trained on the proper use of wheelchair lifts and wheelchair securements before being put out on the road alone.

All drivers must receive the following training & review the following policies before transporting any passengers and must have a sign off sheet verifying such:

- Personnel Policies
- Operations Manual
- Customer Service Policy
- Safety Policy

All drivers must receive or have received the following training within 6 months of hiring:

- Sensitivity training (including Passenger Assistance Techniques Training),
- Defensive Driving (including behind the wheel practice),
- System Security & Emergency Preparedness Plan Training (SSEPP),
- Limited English Proficiency Procedures, and
- In addition to the required drug and alcohol, bloodborne pathogens, and wheelchair securement training, all drivers are required to complete first aid training, CPR, and some type of passenger assistance training within six months of being hired. You may contact ODOT for a list of passenger assistance training programs that meet this requirement. Trainers for the required training must have a certificate of completion from a state or nationally recognized organization. All drivers should participate in regular staff meetings or safety meetings throughout the year to maintain their skills and to learn new information. Other types of training are encouraged including Defensive Driving.

Within 1 month of hiring drivers must receive the following training:

- One hour of Drug & Alcohol training.

Drivers will receive refresher courses as set by ODOT or the County.

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.

SECTION 23. LABOR PROTECTION. During the performance of this Contract, the Service provider agrees to comply with the following:

Labor Provisions

- (1) Overtime Requirements: No Service Provider shall require or permit any laborer or mechanic to work in excess of eight hours in any calendar day or in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his or her rate of pay for all hours worked in excess of eight

hours in any calendar day or in excess of forty hours in such work weeks.

- (2) **Violation: Liability for Unpaid Wages, Liquidated Damages:** In the event of any violation, of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the Service Provider responsible therefore shall be liable for the unpaid wages. In addition, the Service 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 watchman and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5
- (3) **Withholding for unpaid wages and Liquidated Damages:** US DOT or ODOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withheld or cause to be withheld, from any monies payable on account of work performed by the Service Provider under this Contractor 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 Service Provider, such sums as may be determined to be necessary to satisfy any liabilities of such Service Provider for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
- (4) **Non-construction Grants:** The Service Provider shall maintain payrolls and basic payroll records during the course of the work and shall preserve for a period of three years from the completion of this Contract for all laborers and mechanics, including guards and watchman, working on the Project. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the Service Provider shall insert in any subcontract a clause providing the records to be maintained under this paragraph shall be made available by the subcontractor for inspection, copying, or transcript by authorized representatives of US DOT and the Department of Labor. The Service Provider shall permit such representatives to interview employees during working hours.
- 5) **Subcontracts:** The Service Provider shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Service Provider shall be responsible for compliance by any lower tier subcontractor with the clauses set forth in subparagraphs (1) through (5) of this section.

SECTION 24. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of this contract, the Service Provider shall not discriminate against any employee or applicant for employment or use of the transportation service provided because of race, religion, color, sex, age, or national origin. The Service Provider shall take affirmative action to ensure the applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, age, or national origin. Such action shall include but not be

limited to the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, and selection for training including apprenticeship.

The Service Provider shall document such affirmative action efforts by providing the County with data relating to the sex, race, age, and classification of each employee of the Service Provider's organization.

SECTION 25. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT.

The Provider must comply with the Americans with Disabilities Act. The Service Provider agrees that as a condition to this Contract that no otherwise qualified disabled person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program or activity that receives or benefits from Federal financial assistance administered by the County through funding by ODOT and FTA.

Service Provider shall not be responsible for any violations of the complimentary paratransit provision of the Americans with Disabilities Act or its regulations for service denials in the event County does not authorize the number of revenue hours required to provide all the trip demand. Service Provider shall not be required to provide service without compensation. County shall be solely responsible for adopting operating policies which are in compliance with the ADA.

SECTION 26. MINORITY AND DISADVANTAGED BUSINESS ENTERPRISES:

(1) Policy. It is the policy of US DOT 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 in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract.

(2) DBE Obligation. The County and its Service Providers agree 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 contract. In this regard the County and Service Providers shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

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

SECTION 27. CIVIL RIGHTS ACT OF 1964 (TITLE VI). The Service Provider will comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), The Regulation of DOT-issued thereunder (CFR Title 49, Subtitle A, Part 21), and the requirements as identified in the attached Appendix A.

SECTION 28. DRUG-FREE WORKPLACE ACT. The Service Provider will be required to implement a drug and alcohol testing program for all safety-sensitive personnel, per 49 CFR Part 655 and Part 40, by January 1, 2002. The Service Provider will also be required to comply with

the Drug-Free Workplace Act of 1988 as amended.

SECTION 29. TERMINATION. The County may, by written notice to the Service Provider, terminate the Project and cancel this contract for any of the following reasons:

- (1) ODOT notifies the County of the termination of this Project without cause.
- (2) The Service Provider discontinues providing urban public transportation services as described in the Application approved by ODOT and FTA or in approved modifications, thereto.
- (3) The Service Provider takes any action pertaining to this Contract without the approval of the County and which under the procedures of this contract would have required the approval of the County.
- (4) The commencement, prosecution or timely completion of the Project by the Service Provider if for any reason, rendered improbable, impossible, or illegal.
- (5) The Service Provider shall be in default under any provision of this contract which default remains uncured following thirty (30) days written notice of default (See Section 33, below).
- (6) Sufficient Federal and/or State funding is not made available to the County for the operation of urban public transportation services.

In the event the Agreement is terminated by County, except for default of Service Provider, Service Provider shall be paid for services provided through the date of termination.

SECTION 30. CONTRACT CHANGES. Any proposed change in this contract shall be agreed upon by the County and Service Provider and must not alter the agreement between the County and ODOT. Any change that would alter the County's contract with ODOT must receive approval from ODOT prior approving said change

In the event of any change in Federal, State or Local law, rule or ordinance which has the effect of increasing or decreasing Service Providers' operating costs, Service Provider and County shall meet to discuss the impact of these costs and may, subject to the approval of County and Service Provider, negotiate adjustments to Service Providers' rates as specified herein. Should the County and Service Provider be unable to reach an agreement to increase Service Provider's rate to offset the increased costs, Service Provider may terminate this Agreement. The County acknowledges that Service Providers' termination due to inability to recover additional costs imposed is reasonable.

SECTION 31. SEVERABILITY. In the event any provision of the contract is declared to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provision of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

SECTION 32. DISPUTE. Any dispute concerning a question of fact in connection with the work

not disposed of by agreement between the County and the Service Provider shall be referred to the Director of ODOT whose decision shall be final, unless the County or Service Provider thereafter seeks resolution in a Court of Law.

The Service Provider is responsible for maintaining the Project facilities, equipment, and vehicles and will abide by the standard Federal and State assurances as agreed to by the County in its contract with ODOT and incorporated herein by reference.

SECTION 33. DEFAULT. Neglect or failure of the Service Providers to comply with any of the terms, provisions or conditions of this contract or failure of any representation made to the County, ODOT, or FTA in connection with this Contract by the Service Provider shall be an event of default. Service Provider may correct its default or make substantial progress, as determined by the County, to correct the default within 30 days of receipt of written notice of default. County may take any action, as authorized by this Agreement, should Service Provider fail to address the default.

SECTION 34. FLEET FUEL PROVISIONS

It shall be agreed by both parties that said fuel shall only be used for WCTS vehicles for official WCTS business. The Service Provider shall be responsible for the costs of any unauthorized purchases by any of their employees through this system.

The Service Provider shall also be responsible for any fuel cards or any other materials supplied by the third party fuel vendor to the Service Provider. The Service Provider shall also be responsible for the cost of any lost, stolen, or replacement fuel cards.

The Service Provider shall notify the County immediately of the change of status of any employee of the Service Provider authorized to purchase fuel for WCTS vehicles. Any costs associated with the failure of the Service Provider to notify the County immediately shall be borne by the Service Provider.

SECTION 35. FEDERAL REQUIREMENTS

The Service Provider shall be required to comply with all of the FTA Master Agreement referenced in Appendix B. The Service Provider shall also comply with any and all additional regulations, requirements, etc. that may be required as part of the Urban Transit Program.

SECTION 36. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder, violence or the threat thereof, severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage.

IN WITNESS WHEREOF, this CONTRACT is effective upon execution provided that the Warren County Board of Commissioners and the Service Provider sign below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

Tom Grossmann, President

Shannon Jones

David Young

ATTEST:

SERVICE PROVIDER NAME

Approved as to form:

Keith Anderson
Assistant County Prosecutor

(APPENDIX A TO TITLE VI ASSURANCE)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitation for Subcontracts. Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Warren County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Warren County, or the Federal Transit Administration (FTA) as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with nondiscrimination provisions of the contract, Warren County shall impose contract sanctions as it or the Federal Transit Administration (FTA) may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies; and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Warren County or the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request Warren County to enter into such litigation to protect the interests of Warren County. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit 7 Scoring Criteria

Category	Possible Points
Ability to operate system	20
Experience	20
Cost	20
Ability to manage Finances	10
DBE	10
Maintenance of fleet and garage	10
Safety	10
Staff	10
Customer Service	10
Technology	5
Mobility Management	5
Total	130

A p p e n d i x B

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

MASTER AGREEMENT

For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53, Title 23, United States Code (Highways),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users,
as amended by the SAFETEA-LU Technical Corrections Act of 2008,
the Transportation Equity Act for the 21st Century, as amended,
the National Capital Transportation Act of 1969, as amended,
the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5,
February 17, 2009, or other Federal laws that FTA administers.

FTA MA(18)
October 1, 2011

<http://www.fta.dot.gov/documents/18-Master.pdf>

VI. FEDERAL CLAUSES

Federal Clauses

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Governmentfinanced 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Charter Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance 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.

School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for 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 shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA’s School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take

such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water – Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Lobbying – Applicability – Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 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.] - Contractors 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.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a

capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. 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 is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of 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, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

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

Federal Changes – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach

of the contract.

Clean Air – Applicability – All contracts over \$150,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Recycled Products – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor 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.

Contract Work Hours & Safety Standards Act – Applicability – Contracts over \$250,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable 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 para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor

for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

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No Government Obligation to Third Parties – Applicability – All contracts except micropurchases (\$10,000 or less, except for construction contracts over \$2,000)

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

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract

financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor 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 to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. 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 recipient's interest. If the 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.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor 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 contractor 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 contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor 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 contractor a notice of termination specifying the nature of 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. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

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

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

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor 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 contractor 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 contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Nonprocurement) –

Applicability – Contracts over \$25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability –

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 requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

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

(1) The Contractor 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. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor 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 terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor 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.

Civil Rights Requirements – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute): (1) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted

transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) 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 federally funded programs or activities, (b) 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, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) 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, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and 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, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution – Applicability – All contracts over \$250,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor 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 ten days 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 recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - 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 the recipient or contractor 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.

Transit Employee Protective Provisions – Applicability – Contracts for transit operations except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c) It will follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project,

(2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b), (b) Follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed

the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the recipient. In addition,

the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micropurchases \$10,000 or less, (except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, 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 contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Drug & Alcohol Abuse and Testing – Applicability – Operational service contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace

Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Other Federal Requirements:

Full and Open Competition - In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage

of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part

Federal Single Audit Requirements - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

Veterans Preference - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies

and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

- The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Administration - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Organizational Conflicts of Interest - The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I,

_____ hereby certify

(Name and title of official)

On behalf of

_____ that:

(Name of Bidder/Company

Name)

- 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 any agency, a Member of Congress, and 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that 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.

The undersigned 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 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name:

Type or print name:

Signature of authorized representative:

Date _____ / _____ / _____

Signature of notary and SEAL:

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred,
 2. Suspended,
 3. Proposed for debarment,
 4. Declared ineligible,
 5. Voluntarily excluded, or
 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or,
 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is 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 listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of

subsections 2.a – 2.d above, it will promptly provide that information to FTA,

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000,,
 - 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
 - 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor:

Signature of Authorized Official:

_____ Date _____ / _____ / _____

Name and Title of Contractor's Authorized Official:

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

☒ 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 any agency, a Member of Congress, and 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

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

The undersigned 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 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ___/___/___

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or

agency and are not presently:

- (1) Debarred,
- (2) Suspended,
- (3) Proposed for debarment,
- (4) Declared ineligible,
- (5) Voluntarily excluded, or
- (6) Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

- (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
- (2) Violation of any Federal or State antitrust statute, or
- (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is 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 listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- (1) Equals or exceeds \$25,000,
- (2) Is for audit services, or
- (3) Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

(1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and

(2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,

d. Declared ineligible to participate in its federally funded Project,

e. Voluntarily excluded from participation in its federally funded Project,

or

f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ___/___/___

Name and Title of Contractor's Authorized Official _____

**NOTICE TO TRANSPORTATION PROVIDERS
REQUEST FOR PROPOSALS FOR PROVISION OF DEMAND RESPONSE
TRANSIT SERVICES**

The Board of Commissioners of Warren County, Ohio, is hereby issuing a Request for Proposals (RFP) for the operation of the Warren County Transit Service beginning January 1, 2021, and ending December 31, 2021, with the option for four (4) additional one year periods. The service is a demand responsive transportation system. It is contingent upon available State and Federal funding through the Federal Transit Administration's (FTA) Urban Transit Program (49 USC Section 5307) and the Ohio Department of Transportation's (ODOT) Ohio Public Transportation Grant Program.

The service area is Warren County, Ohio with several points in Butler and Montgomery County. Days and hours of operation are weekdays from 6:00 a.m. to 6:30 p.m.

All Respondents are notified that disadvantaged business enterprises are encouraged to submit responses to this request. The Warren County Board of Commissioners 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. Copies of the RFP which contain the detailed service specifications may be obtained by contacting Susanne Mason, Grants Coordinator, 406 Justice Drive, Lebanon, Ohio 45036, (513) 695-1210; susanne.mason@co.warren.oh.us.

Proposals are due August 28, 2020, at 12:00 p.m. at the Warren County Office of Grants Administration, 406 Justice Drive, Room 251, Lebanon, Ohio 45036.

The Warren County Board of Commissioners retains the right to reject any or all proposals, and to withdraw this solicitation at any time. The Warren County Board of Commissioners is an equal opportunity employer.

By order of the Warren County Board of Commissioners.

Tina Osborne, Clerk

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