

Request for Proposals (RFP)

**For the Operations, Management, and Maintenance of
GoBus: Ohio Rural Intercity Bus Service**

**Designated Grantee: Hocking Athens Perry
Community Action**

Issue Date: June 11, 2019

Proposal Deadline: August 9, 2019 by 3:00 PM EST

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NOTICE TO PROSPECTIVE SERVICE PROVIDERS

This Request for Proposals (RFP) is provided to you in anticipation that your company may be interested in submitting a Proposal to Hocking Athens Perry Community Action (HAPCAP) for the Operations, Management, and Maintenance for all or part of the GoBus: Ohio Rural Intercity Bus Service. HAPCAP administers the GoBus project. We encourage you to review and address, completely and accurately, the specifications and submission requirements found in this RFP.

Statement of Confidentiality

This RFP contains confidential and proprietary information that is the property of HAPCAP, which is provided for the sole purpose of permitting the recipient to respond to the RFP. The recipient agrees to maintain such information in confidence and not to copy nor disclose this information to any person outside the group directly responsible for responding to its contents. The contents of this document may not be used for any purpose other than preparation of a response to this RFP.

The Proposal **MUST** include the following to be considered responsive:

- A Letter of Transmittal signed by person(s) with the authority to bind Service Provider, to answer questions, and to provide clarification concerning submitted Proposals;
- Technical Proposal;
- Cost Proposals;
- Certificate of Insurance;
- Bureau of Workers Compensation Certificate;
- Debarment and Suspension Certificate;
- Copy of Service Policy and Procedures Manual;
- Lobbyist Certificate;
- Acknowledgement of any addendums received (if applicable); and
- Each of the above documents must be submitted electronically via the electronic Filedrop Procedure listed below in Section E: Submission Information and Requirements.

Proprietary Information

Any information contained in the Proposal that the Service Provider considers confidential or proprietary must be clearly identified as such (if identified as such, “**Proprietary Information**”). HAPCAP will respect requests for non-disclosure of proprietary information to the extent that such information is properly identified as “Proprietary Information”, except as such disclosure, use, or publication in connection with the RFP process, or unless the Service Provider expressly authorizes such disclosure in writing, or disclosure is required or requested by applicable law, regulation, or in a judicial or administrative proceeding; provided, however, that if a third party requests any such information in connection with the subject matter hereof, HAPCAP shall notify the Service Provider of such request before it provides such Proprietary Information and

the Service Provider shall contact the applicable third party or parties who shall then inform HAPCAP of what information shall be treated as Proprietary Information and the terms under which such information may be provided to HAPCAP. Notwithstanding the foregoing, it is understood that, at all such times, HAPCAP and HAPCAP's members, managers, officers, employees, advisors, affiliates, agents, and other representatives (those who actually receive Proprietary Information, "**Representatives**") are free to use such information which is generally known in the trade or industry, and/or which was already known or becomes known to HAPCAP or its Representatives through another source, and/or which was independently developed by HAPCAP or its Representatives without reliance on such Proprietary Information.

Solicitation Information and Requirements

HAPCAP reserves the right, in its sole and absolute discretion, to accept or reject any or all Proposals, in whole or in part, for any reason or no reason, to waive any formality and accept the most favorable Proposal to meet the best interest of the GoBus Ohio Rural Intercity Bus Service and that the same shall be deemed to be accepted by the HAPCAP only when it is signed by a duly authorized officer of HAPCAP and delivered to the Service Provider in accordance with the terms hereof.

In order to be considered, a Proposal must be received at the administrative offices of the HAPCAP by August 9, 2019 at 3:00 PM EST. It is the Service Provider's responsibility to ensure its Proposal arrives before the Proposal Deadline. All required documents for the Proposal must be submitted via the electronic Filedrop Procedure listed in Section E: Submission Information and Requirements. An accompanying email to the GoBus Administrator, claudia.bashaw@hapcap.org, listing the documents submitted through the Filedrop is also required for Proposal receipt confirmation.

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.

By submitting a Proposal, (i) the Service Provider acknowledges that, unless otherwise stated in a Contract or other written agreement, HAPCAP and its Representatives has not made nor shall it make any representation or warranty, express or implied, as to the accuracy or completeness of the information contained herein or provided hereunder, and (ii) the Service Provider further waives, in advance, any claims (including, without limitation, breach of contract) in connection with any transaction unless and until the Service Provider and HAPCAP shall have executed and delivered a Contract with regard to the subject matter hereof.

Please note HAPCAP reserves the right to cancel this RFP, and return Proposals, at any time.

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PART I: SCOPE OF SERVICE

Section A: Overview and Definitions

Starting operation in November 2010, GoBus uses Section 5311(f) funds to address the need for transportation of rural communities in Ohio. The project provides meaningful connections to the nation's intercity bus network. In 2018, GoBus provided 107,065 passengers, while operating 27,782 vehicle revenue hours and 1,145,540 vehicle revenue miles. The number of passengers in 2020 is predicted to be similar to 2018.

Currently, HAPCAP provides GoBus services through a contract with a third-party provider to operate the intercity fixed route general public transit system in five (5) routes between Athens and Columbus, Ohio; Athens and Cleveland, Ohio; Athens and Cincinnati, Ohio; Columbus and Wooster, Ohio; and Columbus and Van Wert, Ohio. HAPCAP provides administrative support and oversight, handles most of the marketing, and oversees compliance. The Service Provider provides a turnkey type service, providing all transit-related functions and personnel. In 2020, HAPCAP will continue to support the current rural intercity bus routes.

HAPCAP expects to select one or more Service Providers during the review process of this RFP. However, if the successful Service Provider refuses or fails to execute the Contract within the time frame to be specified by HAPCAP at the time the Contract is offered, HAPCAP may award the Contract to another Service Provider whose bid complies with the RFP requirements and any addenda thereto.

The selected Service Provider(s) 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, all Americans with Disabilities Act (ADA) guidelines, Federal Transit Administration (FTA) alcohol and drug testing policies, and insurance coverage, as well as any appropriate licensing and other legal requirements, and all applicable federal and state regulations.

Definitions:

Capitalized terms used herein and not otherwise defined (including in the Overview above) shall have the meaning ascribed to them as follows:

- **ADA** – Americans with Disabilities Act, as amended.
- **BCI** – Bureau of Criminal Investigation.
- **BMV** – Ohio Bureau of Motor Vehicles.
- **CDL** – Class A or B Commercial Driver’s License.
- **Contract** – means the legally binding written agreement between HAPCAP and the successful Service Provider(s) to perform the services described in this RFP.
- **Cost Proposal** – A cost proposal is substantially the form of the cost proposal summary attached hereto as Exhibit C and as further instructed in Section E: Submission Information and Requirements of this RFP.
- **Cost Reimbursement Contract** – A Contract that provides for payment of allowable incurred costs, to the extent prescribed in the Contract. These Contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the Contract may not exceed (except at its own risk) without the approval of the contracting officer.
- **DUNS Number** – Dun & Bradstreet Data Universal Number System Number.
- **Evaluation Team** – A team of officers, employees, and agents of HAPCAP that will carry out the detailed evaluations and report all of its findings to RIBAC.
- **FBI** – Federal Bureau of Investigation.
- **FMCSA** – Federal Motor Carrier Safety Administration.
- **FTA** – Federal Transit Administration, as amended.
- **GAAP** – Generally Accepted Accounting Principles.
- **HAPCAP** – Hocking Athens Perry Community Action.
- **Interline** – An agreement between transportation operators to sell and honor each other’s tickets, thus ensuring that a rider can make one purchase to get from point A to point B, even though there may be multiple operators providing services between those points.
- **“meaningful connections”** – A meaningful connection is one which allows connectivity at a designated physical location served by intercity bus carriers, either directly, or on the street immediately adjacent to the facility, allowing transfers for both outbound and inbound passengers within a two (2) hour time frame upon either side of the rural service schedule (four (4) hours total). Schedule information for intercity service is typically maintained in the Official Bus Guide (Russell’s Guide).

- **Mileage Reimbursement Contract** – A Contract that provides for payment based on mileage, to the extent prescribed in the Contract. These Contracts establish an estimate of total cost per mile driven for the purpose of obligating funds and establishing a designated price for each mile driven during the term of the Contract, without a price cap or ceiling.
- **NBTA** – National Business Traffic Association.
- **ODOT** – The Ohio Department of Transportation.
- **Offer or Proposal** – Means the price and services and other terms and conditions offered by the Service Provider or Service Provider or Service Provider or Service Provider in response to this RFP.
- **Project Account** – The separate accounts established and maintained for the project, in accordance with requirements established by HAPCAP, FTA, and ODOT and ODOT's Grants Management System, either independently or within its existing accounting system.
- **Project Administrator** – Organization who oversees and manage the intercity bus project and ongoing contract with the Service Operator.
- **Project Deadline** – The date specified on the title page hereto.
- **Project Partners** – Groups, organizations, companies, or towns/cities coordinating to implement and maintain intercity bus services. Project partners include, but are not limited to communities along the service routes, other transportation providers, and other area's respective Department of Transportation.
- **Project Stakeholders** – Groups or individuals that will count on the service. Project stakeholders include, but are not limited to Project Partners, local human service agencies, chambers of commerce, visitor bureaus, universities / colleges, and other individuals.
- **Proprietary Information** – Any information contained in the Proposal that is clearly identified as being proprietary by the Service Provider.
- **Representatives** – HAPCAP's members, managers, officers, employees, advisors, affiliates, funders, agents, and other representatives who actually receive Proprietary Information.
- **RFP** – Means this Request for Proposals, a solicitation of a formal sealed Proposal.
- **RIBAC** – Rural Intercity Bus Advisory Committee. A committee established by ODOT to oversee Ohio's 5311(f) program and, for the purposes of this RFP, to make all decisions regarding the evaluations, determination of responsible Service Providers and the competitive range, negotiations and the selection of the Service Provider(s), if any, that may be awarded the Contract.
- **RODS** – "Records of Duty Status".
- **Scope of Work** – The scope of work as provided herein and specifically as provided in Part I of this RFP.

- **Service Operator** – An individual or company whose Proposal has been accepted by the Project Administrator and who fully executes the Contract and any other documents that Project Administrator determines to be desirable or appropriate to carry out the purpose hereof.
- **Service Provider** – A vendor, either an individual or company, responding to this RFP and proposing to serve as Service Operator under a third-party contract with the Project Administrator for targeted intercity bus services in Ohio described in this RFP.
- **Statement of Work** – The statement of work as provided herein and specifically as provided in Part I, Section H of this RFP.
- **Technical Proposal** – A technical proposal demonstrating a comprehensive plan that include operations management and system design, a thorough understanding of the Scope and Statement of Work and their role and responsibilities, and knowledge of opportunities relating to growing GoBus.

Section B: Funding

Service Providers are required to state the percentage of subsidy needed to operate the routes for which they are submitting a Proposal. In addition, a fifty percent (50%) match from an approved company, organization, or local government is required. This match can be in the form of in-kind services and/or commodities or cash.

Some of the in-kind services and commodities include, access to ticketing systems, incorporation into the Service Provider's online ticketing system, use of Service Provider's terminals, technical support, and the ability to interline with interlining partners.

A Service Provider may suggest a different source of match – in-kind or cash – for the GoBus project. Any match source will subject to an approval process prior to the awarding of the Contract. The Service Provider will also have to include a detailed summary describing the match, its source, and how this match will be implemented. Any Service Provider who intends to continue to use Greyhound as the match sources must be able to gain access to Greyhound's terminals. Selected Service Provider(s) must obtain written approval from Greyhound before the Contract may be awarded.

In addition, six (6) GoBus-branded buses are currently supplied by the Service Provider under a leasing arrangement with HAPCAP for the existing GoBus routes. The Service Operator(s) will be responsible for providing necessary back up and additional vehicles as described in this RFP, required in the Contract, or as circumstances may dictate or otherwise necessitate to ensure the proper performance of the services as contemplated herein and in the Contract. Currently, the Service Provider supplies two (2) to three (3) additional, non-GoBus branded buses to run all routes on any given day.

Section C: Project Duration

The Service Provider(s) will commence services beginning January 1, 2020 for a 36-month Contract, with the exception of the Wooster//Columbus (Rural) Route (D) which is a 12-month Contract, with the standards and guidelines established by HAPCAP and in compliance with ODOT and FTA guidelines and other applicable law and regulations. The Contract(s) can be extended for up to two (2) additional one-year periods, or in the case of the Wooster//Columbus (Rural) Route (D) up to four (4) additional one-year periods, each at HAPCAP's sole, exclusive option. Proposals should, therefore, include pricing for the base three (3) years, with the exception of the Wooster//Columbus (Rural) Route (D), which need only include pricing for the base one (1) year. If HAPCAP extends the Contract for one or more of the additional one-year periods on any of the Routes, the Service Provider shall, at least six (6) months prior to the Contract's expiration, submit to HAPCAP the pricing for one of the additional one-year periods or both of the additional one-year periods, and HAPCAP, in its sole and absolute discretion, shall provide notice to the Service Provider of its acceptance or rejection of the pricing on or before the Contract's expiration date. If the Service Provider fails to provide such information regarding

pricing, HAPCAP shall be entitled to extend the Contract for such periods for the same pricing in the initial Contract.

Section D: Procurement Timeline

RFP Released: June 11, 2019

Non-mandatory Pre-Proposal Meeting: June 27, 2019**

Deadline for Submittal of Questions and Clarifications: July 11, 2019

Responses to Questions and Clarifications: July 25, 2019

Deadline for Submittal of Proposals to HAPCAP: August 9, 2019

Award of Successful Bid Announced: September 27, 2019

Implementation of Service: January 1, 2020

**A pre-Proposal conference will be held on June 27, 2019 at HAPCAP offices (3 Cardaras Drive, Glouster, Ohio 45732) at 11:00 AM EST. All Service Providers are encouraged to attend the conference. This conference is intended to provide Service Providers the opportunity to ask questions and/or to receive clarification of any requirement of the RFP.

HAPCAP reserves the right to revise this RFP and its attachments at any time without notice.

Section E: Submission Information and Requirements

Receipt of Proposals

HAPCAP reserves the right, in its sole and absolute discretion, to accept or reject any or all Proposals, in whole or in part, for any reason or no reason, to waive any formality and accept the most favorable Proposal to meet the best interest of the GoBus Ohio Rural Intercity Bus Service and that the same shall be deemed to be accepted by the HAPCAP only when it is signed by a duly authorized officer of HAPCAP and delivered to the Service Provider in accordance with the terms hereof.

In order to be considered, a Proposal must be received at the administrative offices of the HAPCAP by August 9, 2019 at 3:00 PM EST. It is the Service Provider's responsibility to ensure its Proposal arrives before the Proposal Deadline. All required documents for the Proposal must be submitted via the electronic Filedrop Procedure listed below. An accompanying email to the GoBus Administrator, claudia.bashaw@hapcap.org, listing the documents submitted through the Filedrop is also required for Proposal receipt confirmation.

Electronic Filedrop Procedure

1. Go to www.hapcap.org/filedrop
2. Click on "Upload Files to GoBus"
3. Click the "Select or drop files" button

4. Begin uploading first file submission, and repeat process to upload remaining documents.
PLEASE NOTE: Service Provider's name MUST appear in the title of each document submitted. A list of successfully uploaded documents will appear below the "Select or drop files" button.
5. Submit an email to the GoBus Administrator (claudia.bashaw@hapcap.org) before the Proposal Deadline with a list of the Proposal documents submitted in order to receive a Proposal receipt confirmation.

Proposals received by HAPCAP after the Proposal Deadline (date and time) may not be opened or considered. 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.

Proposal Modifications; Withdrawal

Proposals may only be modified or withdrawn with the prior written consent of HAPCAP. Such modifications must be in writing executed by Service Provider's authorized representative. As of the Proposal Deadline, such Proposal may not be withdrawn for ninety (90) calendar days.

Any modifications received after the Proposal Deadline will not be opened or considered, unless HAPCAP elects to do so in its sole, absolute discretion.

Proposal Acceptance/Rejection

HAPCAP reserves the right to accept or reject any or all Proposals, in whole or in part, received in response to this RFP, or to negotiate separately with any Service Provider, and to waive any informalities, defects, or irregularities in any Proposal or to accept that Proposal or Proposals, which in the judgment of the proper officials, is in the best interest of the intercity service.

The submitted Proposal may be accepted by HAPCAP at any time during the 90-day period from the Proposal Deadline.

Interpretation of RFP Prior to Proposal

Any person contemplating submitting a Proposal who is uncertain as to the intended meaning of any part of the Scope and Statement of Work or the Contract or other Contract documents, or who finds discrepancies in, or omissions from the Scope and Statement of Work, may request additional information or interpretation, clarification, or correction of this RFP. Such request must be emailed to GoBus Project Administrator at HAPCAP (claudia.bashaw@hapcap.org) no later than 4:00PM EST on July 11, 2019. HAPCAP will not accept questions via telephone or otherwise in order to ensure fairness in the provision of project information among all Service Providers. The Service Provider submitting the request for interpretation is responsible for its timely delivery. Any interpretation, clarification, or correction of the RFP will be made only by written addendum and will be mailed, personally delivered, or emailed to each person receiving

this RFP. Any information given to any Service Provider concerning the solicitation or any changes to this RFP shall be provided in writing to all Service Providers to ensure that all Service Providers receive the same information relating to the RFP. HAPCAP will not be responsible for any other party's interpretation, clarification, or correction of this RFP.

Verbal Agreements

No prior, current, or post award verbal conversations or agreement(s) with any offices, employees, agents, or representatives of HAPCAP shall affect or modify any terms or obligations of this RFP or any contract that may result from this procurement. Any such oral interpretations, clarifications, or explanations or instruction shall not be binding.

Correspondence & Proposal Inquiries

All correspondence pertaining to this Proposal shall be addressed directly to GoBus Project Administrator, Claudia Bashaw, at claudia.bashaw@hapcap.org.

Single Proposal Response

If only a single Offer is received, HAPCAP may require a detailed cost analysis or a price comparison between the Offer and that of similar equipment, materials, supplies, and/or services to assure that the bid price is fair and reasonable. A cost/price analysis and evaluation audit may be performed on the Cost Proposal in order to determine if the price is fair and reasonable.

Reserved Rights; Limitations on Funding

HAPCAP reserves the right to accept or reject any or all Proposals received, in whole or in part, waive informalities and technicalities, and negotiate any or all elements of the Proposals.

Service Providers are notified that the Contract for services is contingent upon funds being appropriated by ODOT and HAPCAP. In the event funding is decreased or eliminated, in whole or in part, HAPCAP reserves the right, in its sole and absolute discretion, to modify or terminate the Contract accordingly. HAPCAP makes no representation at any time that any Contract shall be awarded to any Service Provider(s) responding to this RFP.

Pricing and Financial Information

Each Service Provider must submit a detailed Cost Proposal for each route they are bidding on in the format attached hereto as Exhibit C. An editable Excel worksheet document is included in this Application to use to complete each Cost Proposal. The cost must be valid for a minimum of ninety (90) days from the Proposal Deadline and if acceptable by HAPCAP must be incorporated into the final Contract. Service Providers agree to permit access to their financial records for a pre-award audit to verify all Cost Proposals should HAPCAP determine that such an audit is required, appropriate, or advisable.

Responsible Firms

Nothing within or without this RFP is intended to exclude or restrain, nor shall it be interpreted to exclude or restrain, any qualified firm from submitting a Proposal to provide the services contemplated. All responsible firms are encouraged to submit Proposals in accordance with the terms and conditions set forth herein.

Taxes

HAPCAP is exempt from the time of purchase from all sales, excise, and transportation taxes, except the State of Ohio gasoline tax. Exemption certificates are available and will be furnished by HAPCAP upon request by the Contract awardee. The price bid shall be exclusive of all such taxes, and will be so construed.

Unacceptable Proposals

HAPCAP expressly reserves the right to reject, without further consideration, any Proposal received from a Service Provider that is currently in default on any obligation to HAPCAP or other contracts, either contractually or financially, as a principal or surety, or who has failed to perform faithfully any previous contract.

Contract Type

The Contract or Contracts resulting from this solicitation may be entered into as a Cost Reimbursement Contract(s) or a Mileage Reimbursement Contract(s). Therefore, any Service Provider submitting a Proposal in response to this RFP should base the pricing of its Proposal on a cost-reimbursement basis and mileage-reimbursement basis. Service Providers must provide pricing for the base three (3) year Contract period, or in the case of the Wooster//Columbus (Rural) Route (D) the base one (1) year, for both types of Contracts proposed for each of the Routes they are bidding on. Whether or not a resulting Contract is a Cost-Reimbursement Contract or a Mileage-Reimbursement Contract shall be solely decided by HAPCAP in its sole discretion.

Basis for Contract Negotiation

This RFP and any addendum thereof and hereof and the resulting Proposals shall be used as the basis for negotiating the Contract(s).

Acknowledgement of Addendum

If it becomes necessary to revise or amend any part of this RFP, HAPCAP shall give notice to all prospective Service Providers who were sent this RFP. Service Providers must acknowledge receipt of any addenda received in the acknowledgement form provided.

Signature Requirements

Submitted Proposals must be signed by an authorized officer(s) eligible to sign binding contract documents for the Service Provider. Consortiums, joint ventures, or team submitting Proposals, although permitted and encouraged, shall not be considered responsive unless it is established that all contractual responsibility rests solely with one legal person or entity. The submittal must indicate the responsible legal person or entity. Service Providers are hereby made aware that joint and several responsibility and liability shall attach to any resulting Contract and failure of one party in a joint effort to perform shall not relieve the other party or parties of total and satisfactory responsibility for performance of the Contract so awarded.

Cost of Proposal Preparation

HAPCAP shall not be liable for any cost or expense incurred for preparation or submission of a Proposal in response to this RFP. Service Providers shall not include such expenses as part of the Cost Proposal. HAPCAP shall be held harmless and free from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of, any person or entity responding to this RFP.

No Contact Policy

After the Proposal Deadline, any contact initiated by any Service Provider regarding this RFP, the Proposal, or a new Contract with HAPCAP and/or its representatives, other than HAPCAP's legal counsel, is expressly prohibited. Any such unauthorized contact may cause the disqualification of the Service Provider from consideration. For avoidance of doubt, nothing in this Section is intended to hinder contact with HAPCAP regarding an existing Contract with HAPCAP or any subject matter outside the scope of this RFP.

Additional Language

Prior to execution of the final Contract, HAPCAP reserves the right to introduce additional terms and conditions to clarify the RFP language and/or corrects defects (such as omissions or misstatements) discovered after the RFP is issued.

Service Providers Responsibility

A Service Provider, by submitting a Proposal represents that:

- The Service Provider has read and understands the RFP, including the Scope and Statement of Work, and the submitted Proposal is made in accordance therewith, and;
- The Service Provider is familiar with the local conditions under which Service Provider must perform under the Proposal. The Service Provider possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to HAPCAP, and;

- It is understood and the Service Provider agrees that the Service Provider shall be solely responsible for all services provided. Before submitting a Proposal, each Service Provider shall make all investigations and examinations necessary to ascertain conditions and requirements affecting the final performance of the Contract and to verify the information provided by this RFP. If the Service Provider receives a Contract award as a result of its submission, failure to have made such investigations and examinations will in no way relieve the Service Provider from its obligations to comply in every detail with all provisions and requirements of the Contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Service Provider for additional compensation or relief, and;
- The Service Provider has all requisite authority (and in the case of an individual, the capacity) to submit the Proposal, enter into a Contract, and to perform all the obligations required to be performed thereunder, and such submission will not contravene any law, rule, or regulation binding on the Service Provider or any guideline or restriction applicable to the Service Provider.

Section F: Protest Procedures

General

It is the policy of HAPCAP to prepare specifications for RFPs that are not discriminatory in nature. All solicitations are to be open and free to all competing Service Providers whereby all have a reasonable chance to be successful and be awarded a Contract. If a Service Provider 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 part of all solicitations.

Protests will only be accepted from those who submitted timely Proposals or can obviously demonstrate a direct economic interest would be affected by the award of the Contract or refusal to award a Contract. HAPCAP, in consultation with the RIBAC, will consider all such protests, whether submitted before or after the award of a Contract. If oral objections are raised and the matter cannot be resolved to the satisfaction of the objector, a written protest shall be required before any further consideration is given. Notice of any protest and the basis therefore shall be given to all Service Providers. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protests must be addressed to HAPCAP, its legal counsel, and the Project Administrator, and include the following information:

- Name, address, and telephone number of protestor;
- Identification of the solicitation or contract number;
- A detailed statement of the legal and factual grounds of protest, including copies of relevant documents and information; and

- A statement as to what relief is requested.

All protest documents submitted to the Project Administrator will be stamped with date and time received and kept in accordance with its internal recordkeeping and document retention policies.

Protests Before Contract Award

Protests before the award must be submitted to the Project Administrator. If the written protest is not received before the award, HAPCAP's evaluation process shall continue in the normal manner unless the Project Administrator upon investigation finds remedial action is desirable, in which event such action shall be taken. Any protests regarding the addressing the adequacy of this RFP must be submitted with HAPCAP no later than July 12, 2019. Thereafter, protests of such issues are deemed waived by all interested parties. Where a written protest has been filed prior to award of the Contract, other than protests waived by the preceding sentence, the Contract shall not be awarded until five (5) days after a written decision on the protest has been issued by HAPCAP. If an award is made following a written protest filed prior to the award, HAPCAP shall document the file to explain the resolution of the protest and shall give written notice of the decision to proceed with the award to the protestor, and as appropriate, to others concerned.

When a protest against the making of a Contract award is received, and HAPCAP, along with the RIBAC, determine to withhold the award pending disposition of the protest, the Service Providers whose Proposals might become eligible for award may be requested, before expiration of the time for acceptance of their Proposals, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for re-advertising the RFP.

Protests After Contract Award

Protests after the Contract award must be submitted to the Project Administrator and HAPCAP's legal counsel within five (5) business days immediately following the award. The Contract awardee shall be furnished with a copy of the notice of protest and the basis therefore. Also, when it appears likely that an award may be invalidated and a delay in receiving the supplies or service is not prejudicial to HAPCAP's interest, HAPCAP and the RIBAC shall consider a mutual agreement with Service Provider to suspend performance on a no-cost basis.

Decision on Protest

HAPCAP, in consultation with RIBAC, shall render its decision in writing within fourteen (14) days from the receipt of the timely-submitted written protest and shall provide notice of such decision to each individual or entity who timely submitted a Proposal.

The decision of HAPCAP shall be final and binding on all parties involved.

Any appeal of the decision of HAPCAP and any request by an adversely affected party must be in writing and submitted to ODOT Office of Transit within seven (7) days of notice of HAPCAP's final and binding decision.

Protest appeals may only be submitted to the FTA if HAPCAP does not follow procedures outlined above. The contact information for the FTA office with jurisdiction over Ohio follows:

Office of Program Management (Region 5 Office)
Federal Transit Administration
200 West Adams Street, Suite 320
Chicago, IL 60606
(312) 353-2789

Section G: Current Service

Current Route Options

Currently, the GoBus Services consists of five (5) fixed routes between Athens and Columbus, Ohio; between Athens and Cleveland, Ohio; and between Athens and Cincinnati, Ohio; between Columbus and Wooster, Ohio; and between Columbus and Van Wert, Ohio. Presently, the routes originate from Athens, Columbus, Cincinnati, and Cleveland. In 2020, ODOT and HAPCAP will continue to support the routes listed above, or a variation of them. In addition, HAPCAP reserves the right to make adjustments to the routes listed above, which may include but are not limited to: reductions, expansions, or other changes. These adjustments may occur at any time during the RFP or Contract period.

Route A: Columbus // Athens // Parkersburg

This is an existing GoBus route which runs seven (7) days per week, three hundred sixty-five (365) days per year (Schedules 50, 51, 52, 53, 54, and 55). The successful Service Provider will continue running the Columbus // Athens // Parkersburg GoBus route with few or no changes. This round trip runs three (3) times daily.

With Stops In:

A: Columbus Greyhound Station

B: Columbus: CMH Airport

C: Lancaster

D: Logan

E: Nelsonville

F: Athens: OU

G: Athens: Community Center

H: Coolville

I: Marietta

J: Parkersburg

Estimated one-way miles and time, not including stop times:

152 miles / 3 hours, 9 minutes

A map of the Athens, Georgia area showing a blue route. The route starts at Columbus Bus Station, goes to Columbus Airport, then to 4400 Coonpath Road Northwest. A callout box indicates a travel time of 3 h 9 min and a distance of 152 miles. The route continues through North Fitness Center, Hocking College, Mulberry @ Baker, Athens Community Center, Go Mart, and Armory Square, ending at 573 Point Drive. The map includes major highways like I-75, I-77, and US-42, and various local landmarks and towns.

Route B: Cincinnati // Athens

This is an existing GoBus route which runs seven (7) days per week, three hundred sixty-five (365) days per year (Schedules 56, 57, 58, and 59). The successful Service Provider will continue running the Cincinnati // Athens GoBus route with few or no changes. This round trip runs twice daily.

With Stops In:

A: Cincinnati: University of Cincinnati

B: Cincinnati Greyhound

C: Batavia

D: Seaman

E: Peebles

F: Piketon

G: Jackson

H: Albany*

I: Athens: Ohio University

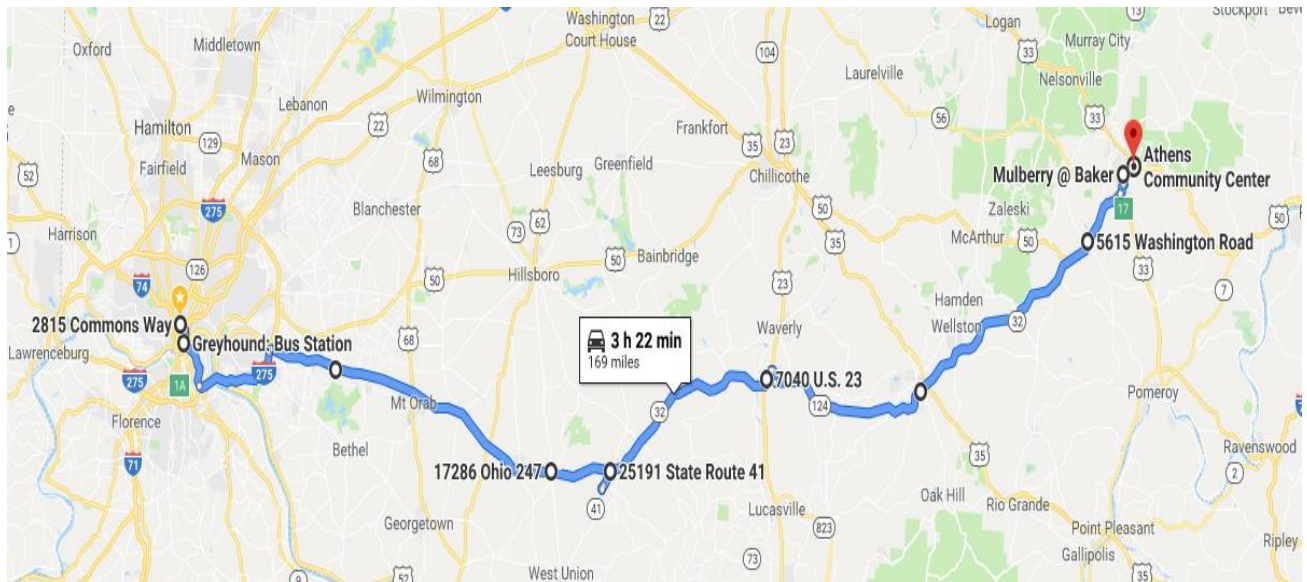
J: Athens: Community Center

* Reservation Only Stop Location

Estimated One-way miles and time, not including stop times:

169 miles / 3 hours, 22 minutes

CURRENT ROUTE B



Route C: Cleveland // Parkersburg // Athens

This is an existing GoBus route which runs seven (7) days per week, three hundred sixty-five (365) days per year (Schedules 12, 13, 30, and 31). The successful Service Provider will continue running the Cleveland // Parkersburg // Athens GoBus route with few or no changes. This round trip runs twice daily.

With Stops In:

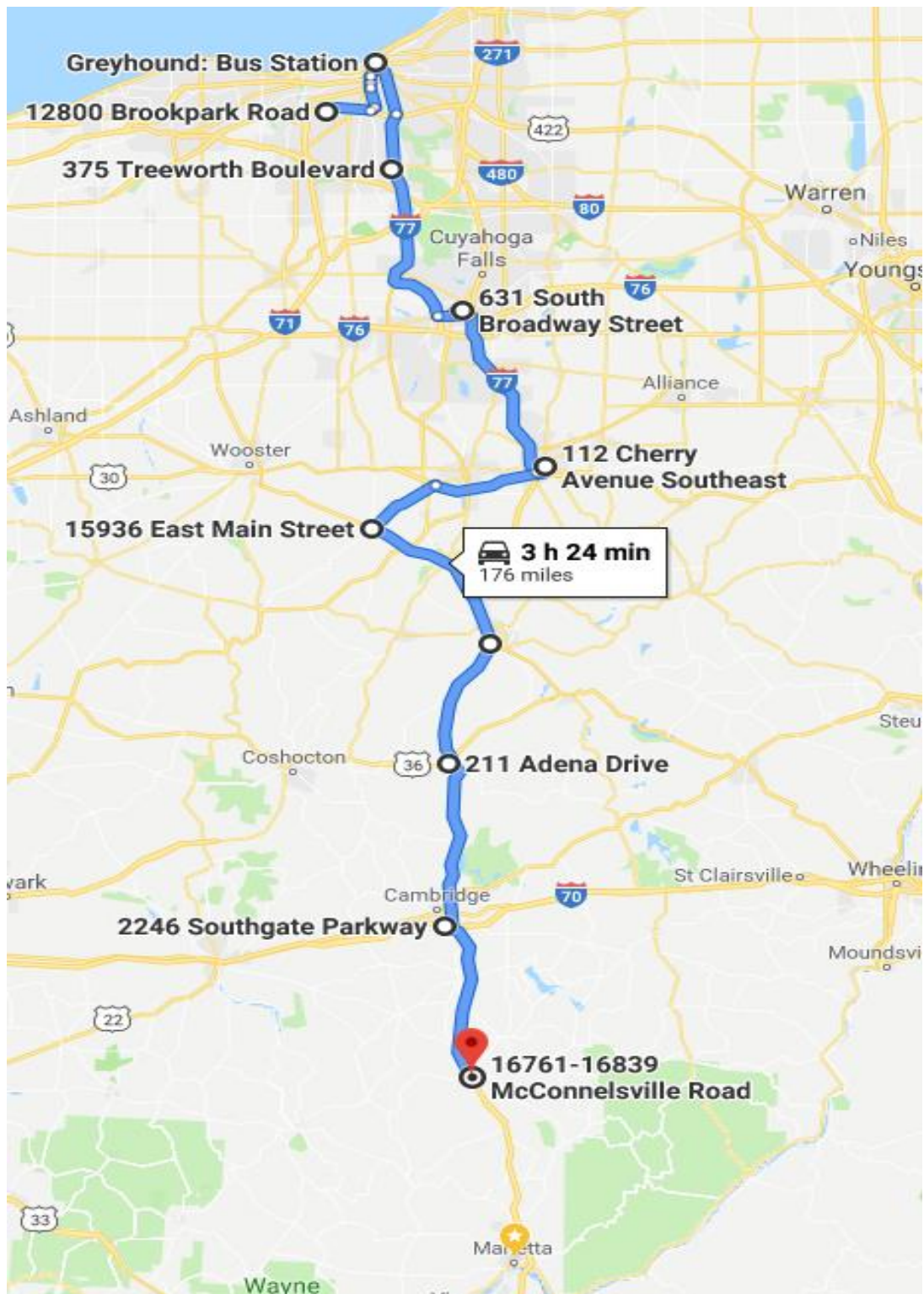
A: Parma
B: Cleveland Greyhound Station
C: Broadview Heights
D: Akron
B: Canton
C: New Philadelphia
D: Mt. Eaton*
E: Newcomerstown*
F: Cambridge
G: Caldwell
H: Marietta
I: Parkersburg, WV
J: Coolville
K: Athens: Community Center
L: Athens: OU

*Reservation Only Stop Locations

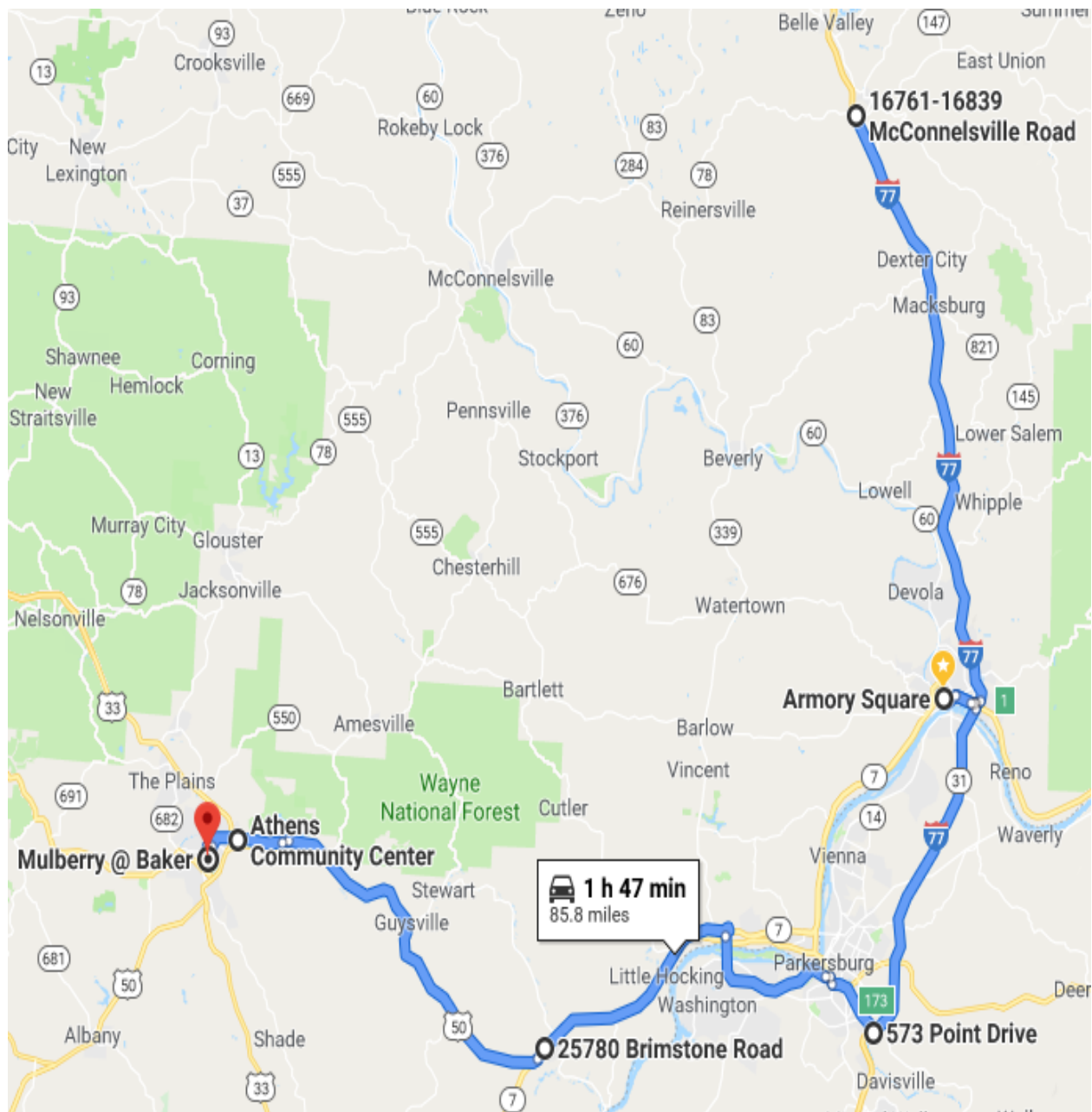
Estimated One-way miles and time, not including stop times:

261.8 miles / 5 hours, 11 minutes

CURRENT ROUTE C (PART 1)



CURRENT ROUTE C (PART 2)



Route D: Wooster // Columbus (Rural)

PLEASE NOTE THAT THE ONLY BID OPTION FOR THIS ROUTE IS A ONE-YEAR CONTRACT WITH A POTENTIAL FOR FOUR (4) ADDITIONAL ONE-YEAR RENEWAL PERIODS. SEE SECTION C FOR ANY ADDITIONAL INFORMATION.

This is an existing GoBus route which runs seven (7) days per week, three hundred sixty-five (365) days per year (Schedules 60 and 61). The successful Service Provider will continue running the Wooster // Columbus GoBus route with few or no changes. This round trip runs once daily.

With Stops In:

A: Wooster

B: College of Wooster

C: Shreve

D: Loudonville

E: Mount Vernon

F: Gambier

G: Harrison Township*

H: Martinsburg

I: Newark

J: Columbus: John Glenn Airport

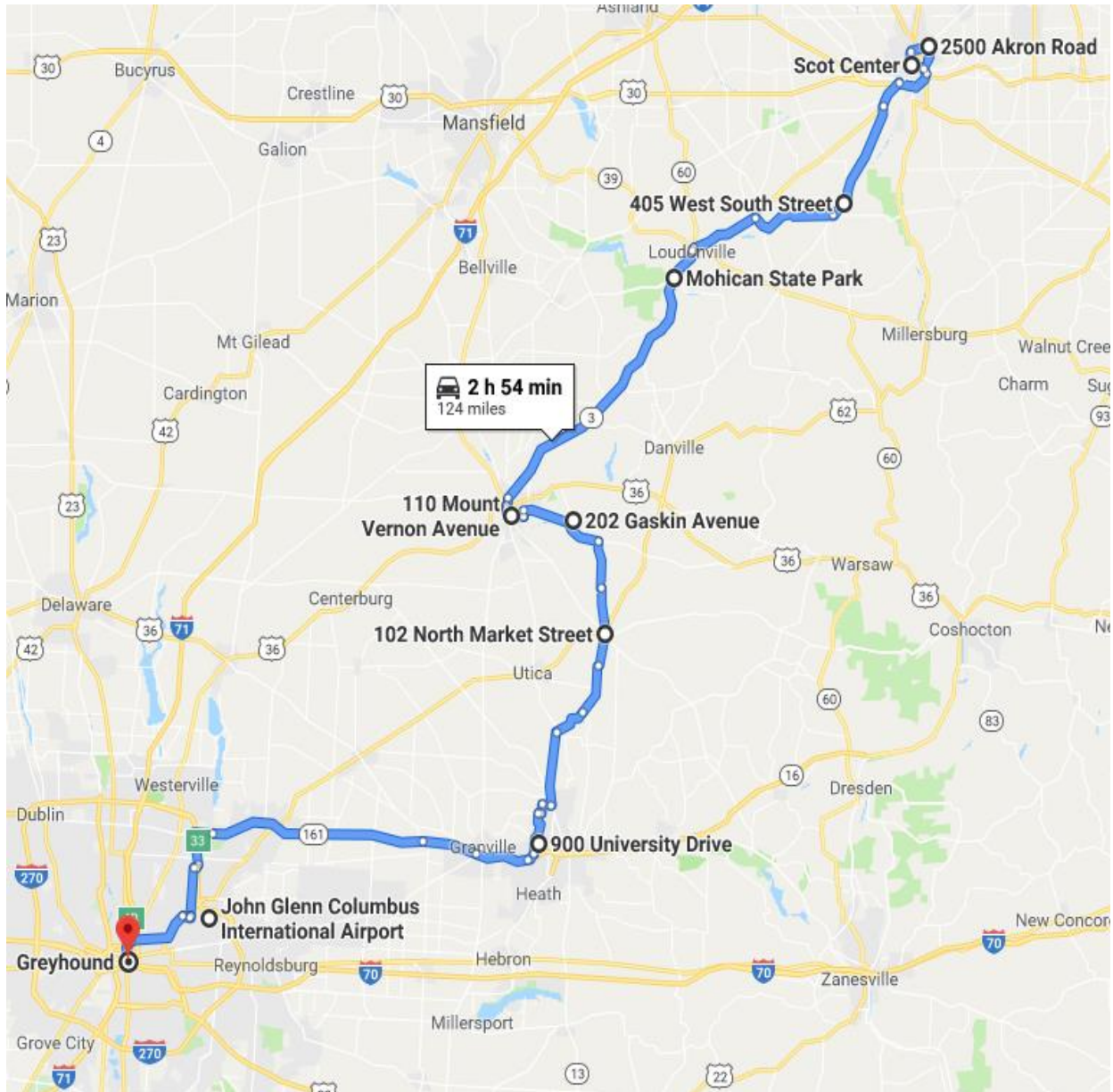
K: Columbus: Greyhound Station

* Reservation Only Stop Location

Estimated One-way miles and time, not including stop times:

124 miles / 2 hours, 54 minutes

CURRENT ROUTE D (RURAL)



Route D: Wooster // Columbus

This is an existing GoBus route which runs seven (7) days per week, three hundred sixty-five (365) days per year (Schedules 10 and 11). The successful Service Provider will continue running the Wooster // Columbus GoBus route with few or no changes. This round trip runs once daily.

With Stops In:

A: Wooster

B: Mansfield

C: Mount Gilead*

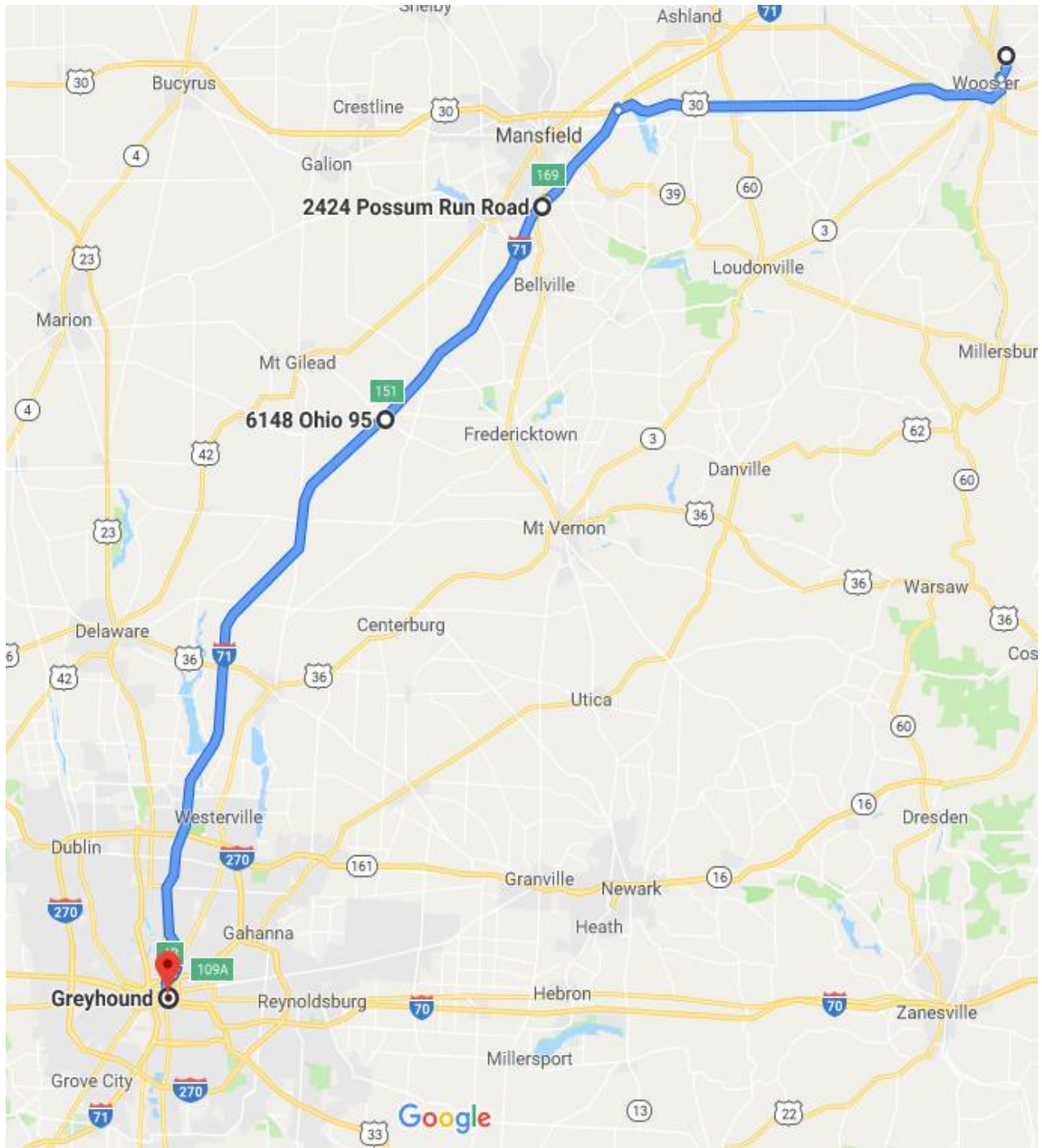
D: Columbus: Greyhound Station

* Reservation Only Stop Location

Estimated One-way miles and time, not including stop times:

100 miles / 1 hour, 43 minutes

CURRENT ROUTE D



Route E: Van Wert // Columbus

This is an existing GoBus route which runs seven (7) days per week, three hundred sixty-five (365) days per year (Schedules 21 and 22). The successful Service Provider will continue running the Van Wert // Columbus GoBus route with few or no changes. This round trip runs once daily. This route is a priority to receive funding.

With Stops In:

A: Van Wert

B: Delphos*

C: Lima

D: Kenton

E: Marysville*

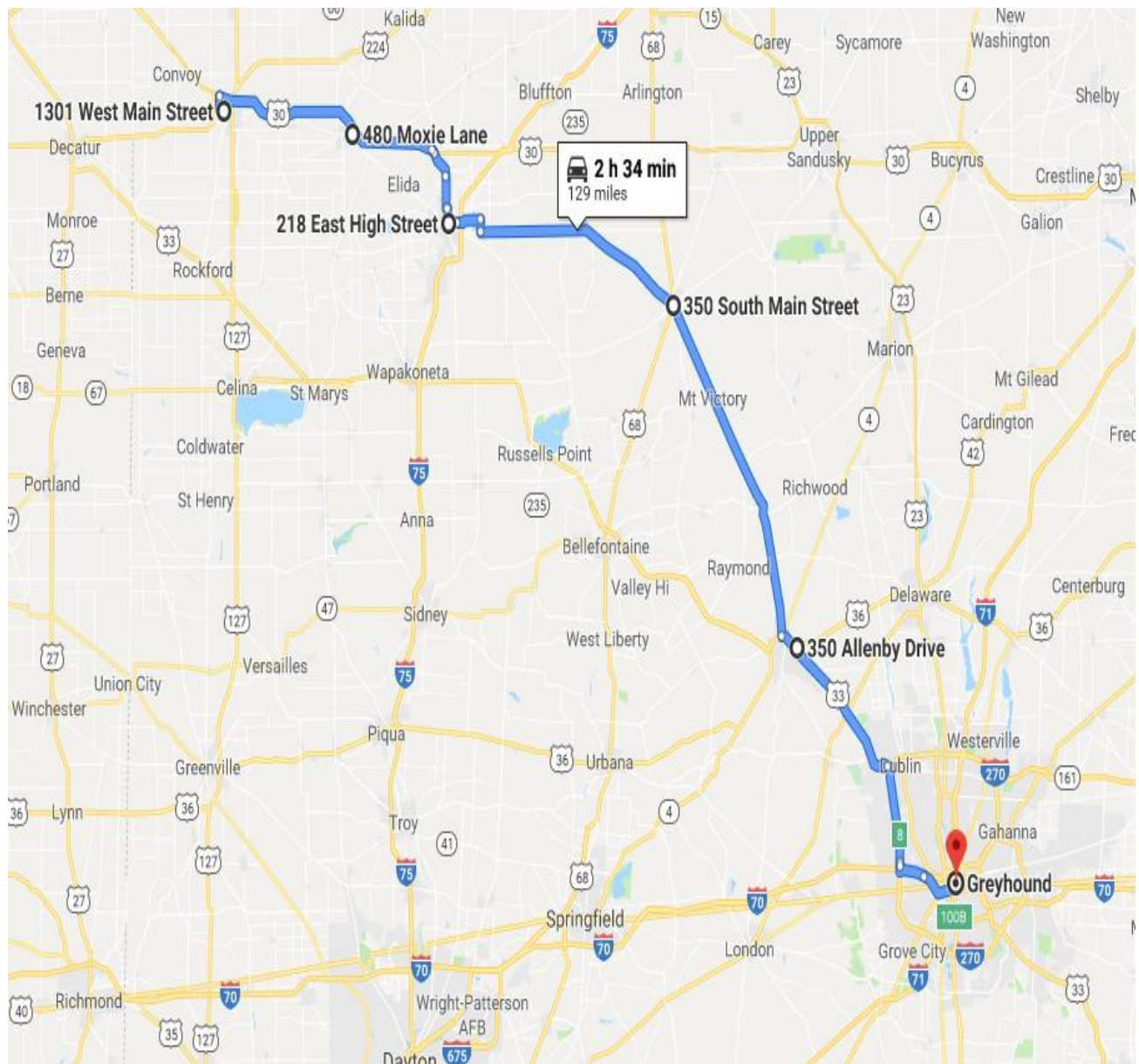
F: Columbus

* Reservation Only Stop Locations

Estimated One-way miles and time, not including stop times:

129 miles / 2 hours, 34 minutes

CURRENT ROUTE E



Section H: Statement of Work

Bus System Routes

Services provided are the operations, management, and maintenance of GoBus: Ohio Rural Intercity Bus Service. Currently, the service consists of five (5) fixed routes between Athens and Columbus, Ohio; between Athens and Cleveland, Ohio; between Athens and Cincinnati, Ohio; between Columbus and Wooster, Ohio; and between Columbus and Van Wert, Ohio.

HAPCAP is seeking qualified motor carrier Service Provider(s) to provide one or more of the following intercity bus services seven (7) days a week to connect:

- Route A: Columbus // Athens // Parkersburg
- Route B: Cincinnati // Athens
- Route C: Cleveland // Parkersburg // Athens
- Route D (Rural): Wooster // Columbus
- Route D: Wooster // Columbus
- Route E: Van Wert // Columbus

The schedules for the five (5) existing, fixed-route, fixed-schedule feeder service routes are provided in Exhibit A. The service operates seven (7) days a week, three hundred sixty-five (365) days a year. The schedules were designed to provide meaningful interlined feeder connections to the nationwide intercity bus network. That is, the feeder service schedules are timed to connect with schedules of nationwide intercity bus networks. Any additional routes will also be required to make meaningful connections to national intercity bus service. The Service Provider's stations and schedule information must be included in the approved national intercity bus services database.

Throughout the life of the project, the interlined feeder services must continue to provide meaningful and complementary connections to one or more approved national intercity bus services, comply with Federal regulations and other industry standards, including: Federal Motor Carrier Safety Administration (FMCSA) operating authority; National Bus Traffic Association (NBTA) membership; Insurance; Driver and Vehicle Safety Standards; and Operating and Terminal Access Agreements. These compliance requirements are further defined in Exhibit B.

Service Requirements

- Interested Service Providers must demonstrate previous experience with a public intercity bus route or comparable service. The Service Provider is required to provide three (3) references to confirm their principal's service experience and quality. HAPCAP may

check these and other references as necessary to make a determination of qualifications. HAPCAP should not be listed as a reference.

- Service Providers must provide a DUNS Number for their business. A DUNS Number may be obtained from the following website – <http://fedgov.dnb.com/webform>.
- Service must be operated seven (7) days a week, three hundred sixty-five (365) days a year.
- The Service Provider(s) shall provide safe, clean, reliable, courteous, accessible, and professional transit services at all times during the Contract period.
- The Service Provider(s) must offer proper ticketing.
- Service Provider buses will carry passengers holding tickets between points served under this project.
- The Service Provider(s) will be required to obtain access to Greyhound's terminals or other national intercity Service Provider's facilities.
- An interline agreement with one or more approved national intercity bus services to facilitate common ticketing and easy exchange of passengers and baggage along the determined corridor(s) is required. The Service Provider(s) and/or HAPCAP can maintain these agreements. Suitable proof that interline agreements are available to the Service Provider must be in place prior to execution of a Contract with HAPCAP, and the interline agreements must be in place prior to the commencement of service.
- The Service Provider(s) will be required to ensure that most and preferably all stops are associated with an indoor terminal and/or facility where passengers can buy tickets, including tickets for trips with a leg on one or more approved national intercity bus services, and have basic amenities available to them (i.e. restrooms, refreshments, etc.). The Service Provider must secure required agreements or contracts for use of stops, using existing bus/train stations/stops when available. Possible locations should be identified in the Proposal. The successful Service Provider(s) will work with HAPCAP to set up stop locations. Once approved by HAPCAP, stop locations may not be changed without the prior written approval of HAPCAP.
- The Service Provider(s) may be required to provide additional stand-alone ticketing. HAPCAP and/or Service Provider(s) may choose to piggy back off an existing system.
- The Service Provider(s) may be required to maintain the toll free number, 888-95-GoBus, which is exclusive to this project. HAPCAP may choose to maintain the number.
- The Service Provider(s) will be required to provide wireless internet service on the buses that are used regularly on the GoBus routes.
- On-time performance shall be monitored. The Operator's inability to meet a scheduled departure time due to maintenance or dispatch problems or equipment failure that are the responsibility of the Service Provider(s) constitutes inability to meet service and can result in action up to and including termination of the Contract. The Service Provider(s)

will be responsible for all additional costs incurred due to passengers missing their departure connections caused by Service Provider.

- Capacity to carry luggage is a requirement for funding under this program. Passengers' baggage may be carried on the buses and stored in a safe location. For safety, security, and possible liability issues, baggage may not be held by the passenger, on the seat beside the passenger, or placed in an area designed for a wheelchair. Baggage may not block any aisle in any way. The Service Provider(s) should have a baggage policy either published in the schedule, or available to the customer upon request.
- Regardless of whether checked baggage service is offered or the passenger takes responsibility for the handling of their own luggage, the Service Provider(s) will open the luggage storage compartment at each bus stop for passengers, assist passengers in loading and unloading baggage in the appropriate luggage storage compartment, and close the luggage compartment after all handling of baggage is completed at that stop. All baggage placed in the luggage compartment must be tagged with the passenger's name, address, and telephone number. The Service Provider(s) will be responsible for providing luggage tags and for tagging, labeling, loading, and unloading checked baggage, and positioning checked baggage in the luggage storage compartment.
- Responsibility and procedures for handling any baggage loss claims filed by bus passengers, will be defined in the interline agreements with a national intercity bus service. The Service Provider(s) shall be responsible for all claims for passenger baggage not checked through the national intercity bus service.
- A uniform bus fare structure will be maintained with standard transportation fees subject to HAPCAP's final approval. In addition to interlining national intercity bus service tickets, Service Provider's tickets, vouchers, social service agencies, and other interline tickets may be used for this service. The Service Provider(s) will bill the national intercity bus service or other sources for payment for the tickets and vouchers received in exchange for the rides. All ticket and voucher arrangements are to be negotiated and subject to HAPCAP's written final approval. Approval may be obtained via email.
- The Service Provider(s) may be required to conduct passenger surveys up to three (3) times each year of the Contract. HAPCAP will provide the survey instrument to the operator, analyze survey results, and provide results and analysis to Service Provider(s).
- All buses utilized by the Service Provider for this Contract must be fully accessible to persons with disabilities and to that end the Service Provider(s) shall meet both the letter and spirit of the Americans with Disabilities Act (ADA) requirements. All vehicles offering service for this project must be wheelchair lift equipped, and the Service Provider(s) will ensure that each operator cycles the wheelchair lift before the daily pullout of all revenue vehicles. The Service Provider(s) is responsible for providing alternate transportation for a passenger when a lift fails.
- The Service Provider's bus public address systems must be operational and utilized by the operator during revenue operation.

- The Service Provider(s) must provide rider comment cards on buses and submit quarterly copies of comments received.
- The Service Provider(s) will be subject to review/audit during and after performance to ensure compliance with all Contract terms and applicable rules and regulations. HAPCAP and its Representatives have access to the Service Operator's financial, operational, and personnel records upon reasonable request to the Service Provider(s) for a period of up to three (3) years following the close of the fiscal year.
- The Service Provider(s) will be responsible for notifying HAPCAP of service complaints from passengers, the public, and/or other carriers.
- The Service Provider(s) will notify HAPCAP of any service cancellations within one (1) hour of the event causing the service cancellations or as soon as is reasonably practical. Service Provider(s) shall understand that public transport is the last to close during inclement weather. Services must attempt to provide safe transportation to all passengers to reach their final destinations, and keep running as long as it is safe to do so.

Bus System Vehicles

Currently, HAPCAP works with the Service Provider under a lease agreement in which the Service Provider supplies MCI J4500 fifty-six (56) passenger motor coaches under a leasing arrangement with the Service Operator(s) for use on the five (5) existing intercity bus routes. Service Providers must state in their Proposal whether or not they have the demonstrated capacity and ability to supply the buses for the GoBus program through a lease agreement. It is the preference of HAPCAP for the buses to be used exclusively for the GoBus routes. It is a requirement that the buses be branded as GoBus and there shall be no other commercial advertising permitted on the interior or exterior of any GoBus-branded bus without the prior written approval of HAPCAP.

The Service Provider(s) will be solely responsible to furnish an adequate number of vehicles, and will be responsible for ensuring that the buses are available to meet scheduled departure times on a regular basis. Service Provider(s) should have the capacity to add additional motor coaches to the routes to handle the volume of passengers on peak days. For the existing routes, peak days tend to be Fridays (from Athens to Columbus, Cincinnati, and Cleveland), Sundays (from Columbus, Cincinnati, and Cleveland to Athens) and days leading up to and following holidays.

The Service Provider(s) will be required to provide wireless internet service on the buses that are used regularly on the GoBus routes.

Overview of buses needed for the existing GoBus Routes:

- Most Fridays when Ohio University is in session (Mid-August through early December and Early-January through early April) – A total of 2 to 3 buses are needed on each run leaving Athens.

- Most Sundays when Ohio University is in session (Mid-August through early December and Early-January through early April) – A total of 2 to 3 buses are needed on each run returning to Athens.
- Holiday and special event weekends (examples Labor Day Weekend, Thanksgiving, Halloween weekend, etc.) – As many as 5 to 6 buses may be needed on each route.

Requirements for buses supplied by the Service Provider(s) include that the buses are fully accessible to persons with disabilities. Buses supplied by the Service Operator(s) will preferably have wireless internet available to passengers.

Each revenue vehicle and non-revenue vehicle utilized to perform under this contract shall receive a daily pre-trip inspection by the operator prior to being placed in service and at each change in operators. Daily pre-trip inspections shall be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections shall be kept by the Service Provider in the driver's daily reports and shall be available to HAPCAP and its Representatives upon request.

Ticketing

Currently, a passenger can purchase GoBus tickets in four different ways – Online through the GoBus' website (ridegobus.com), a service provided by TMP Pro.; online through Greyhound's website (Greyhound.com); through a ticketing agent (this includes GoBus agents like the Athens Community Center and Greyhound agents and terminals); and with cash as passengers board the bus. While having a variety of purchasing options has been an asset to GoBus and its passengers, it also has presented challenges.

Service Providers must state in their Proposal how they will implement ticket sales. This includes how they foresee selling tickets, controlling the number of tickets available for sale, and accounting for the number of tickets sold.

Service Providers should also include how they anticipate adding additional buses as needed based on the number tickets available for sale and/or the number sold.

Fuels and Materials

All fuels, lubricants, parts, and materials required for the performance of the project shall be supplied by the Service Provider(s).

Facility

A facility for the storage and maintenance of the buses shall be supplied by Service Provider(s).

Radios

Some manner of two-way communications shall be supplied by the Service Provider(s) between each of the buses in operation and one base station. Currently, the Service Provider uses the MARCS radio system which includes eleven (11) mobile units which are mounted inside the buses, and eight (8) hand-held units which are distributed among administrative and dispatch personnel. The radios are owned by the City of Athens and leased to HAPCAP for the GoBus program.

Maintenance

All vehicles utilized by the Service Provider under the Contract shall be maintained at 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. Service Providers shall describe how vehicles will be maintained, and any maintenance system or procedures that may be used.

Damage

All damages to vehicles utilized by the Service Provider to perform under the Contract shall be repaired in a high quality manner or replaced, regardless of cause, within thirty (30) days of the occurrence causing the damage.

Marketing

The Service Provider(s) shall have input for marketing the services to grow ridership through improvements in community awareness, convenience, availability, and identification of new markets/partnerships. However, HAPCAP handles the primary marketing and must approve all marketing plans. The Service Provider should attach to its Proposal marketing ideas to assist in improving service effectiveness and efficiency.

Personnel

The Service Provider(s) shall, at a minimum, furnish the following personnel:

Project Manager. The Service Provider(s) shall designate at least one employee as the Project Manager who shall serve as the liaison between the Service Provider and HAPCAP and who shall be the contact person in this regard. The Project Manager shall be charged with the day-to-day oversight of GoBus. As such, the Project Manager is ultimately responsible to see that all functions of the various personnel as outlined below are carried out. It is HAPCAP's preference to have 100% of the Project Manager's time dedicated to the GoBus service.

Office Staff. The Service Provider(s) shall have a sufficient number of employees to staff their office at all required times. The Service Provider(s) will be responsible for training these

employees and making sure that all program policies and procedures are understood and followed. This includes dispatcher(s), accounting staff, and at times, staff to assist with customer service. The Service Provider(s) must describe how daily dispatch functions will be executed, including the handling of emergency and unusual situations.

Maintenance Person. The Service Provider(s) shall be required to furnish a person qualified to maintain and work on the vehicles provided or, alternatively, with HAPCAP's approval secure a third-party contract.

Drivers. The Service Provider(s) will be required to furnish an adequate number of drivers to handle the passengers who wish to use the service. Drivers of this service must be employees of the Service Provider(s) who is solely responsible for driver hiring and training. HAPCAP and its Representatives and ODOT shall have access to the Service Provider's personnel records upon reasonable notice to the Service Provider(s).

Minimum requirements for drivers:

- Drivers must have a valid Class A or B Commercial Driver's License (CDL) with passenger and air brakes endorsements.
- Drivers shall successfully pass drug and alcohol tests.
- A written record from the Ohio Bureau of Motor Vehicles (BMV) must be submitted for each driver, with a semi-annual follow up; drivers shall not have an accumulation of more than four (4) points on their Ohio Driver's License, and no OVI / DUI offense; if the driver's license has ever been suspended, there must be two (2) full subsequent years with no moving violations; under no conditions will a person convicted of a felony or drug/alcohol offense be allowed to participate in the project.
- Bureau of Criminal Investigation (BCI) background check, with follow-up as needed. In addition, all persons in safety sensitive positions, who have lived outside of Ohio at any time during five (5) years prior to employment in the safety sensitive position, must also successfully, pass an FBI criminal background check. No person posing a risk to consumers shall be permitted to participate on this project.

All drivers must receive or have received, at a minimum, the following training:

- Defensive Driving (including behind the wheel practicum) with follow-up annually.
- Sensitivity training on dealing with special populations (including Passenger Assistance Techniques Training), with follow-up annually.
- One (1) hour of Drug & Alcohol Training.
- CPR/First Aid training, with follow-up every four (4) years.
- Bloodborne pathogen training, with follow-up annually.
- Wheelchair lift use training, with follow-up annually.

Drivers shall be required for each day of service to maintain vehicle logs in accordance with the electronic logging device (ELD) rule, as congressionally mandated as a part of MAP-21, unless otherwise exempt. Drivers are still bound by the share records of duty status (RODS) data requirements in 49 CFR 395 and must prepare RODS when required, using paper logs, an Automatic On-Board Recording Device, or a logging software program. Logs shall include beginning and ending mileage, pullout times, deadhead miles, pull in times, start and end times, and passenger count, including pick-up and drop-off locations. Drivers shall also collect cash fares and tickets. Preference may be given to Service Providers offering transit vehicles equipped with electronic logs.

Drivers will ensure the safe transportation of all riders and shall comply with all Service Provider(s), HAPCAP, state and Federal policies, rules and regulations. Drivers shall have excellent communications skills in dealing with the public. Preference may be given to Service Providers offering transit vehicles equipped with on-board cameras.

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

Service Providers should include, at a minimum, resumes for the Project Manager and any other managerial, supervisory, and/or lead personnel who will be involved in the management of the delivery of the services proposed. Credentials submitted will be subject to verification.

Provider Reporting Requirements

Accident, injury, and/or incident. In the event of an accident, injury, and/or other incident, the Service Provider(s) must notify HAPCAP immediately, or within twenty-four (24) hours, following any post-accident procedures, depending on the nature of the accident/injury/incident. The Service Provider shall follow up with the submission of a completed Accident, Injury, and Incident Report to HAPCAP designee within one (1) business day following the time of the accident, injury, and or incident.

Daily Records. Daily records verifying passenger and vehicle trips, service hours, and service miles including but not limited to, the following information:

- Driver name and vehicle number.
- Total daily passenger counts (passengers getting on and off at each stop).
- The daily mileage by vehicle as recorded to the nearest mile.
- The daily vehicle hours by vehicle as recorded to the nearest mile.

The operator(s) shall maintain all trip logs and other records in a safe and secure place for a period of three (3) years after the applicable year-end.

Monthly Records. The Service Operator(s) will be required to provide monthly passenger count information, miles operated, passenger miles, vehicle hours and miles, and all passenger revenue by route in a HAPCAP-prescribed format, to support HAPCAP's financial reporting requirements to ensure continued funding. Service Operator(s) shall comply with all FTA National Transit Database reporting requirements.

The Service Operator(s) must submit invoices no later than ten (10) days after the reported service period has ended. Invoices must be accompanied by progress reports. Invoices must be submitted monthly.

The Service Operator(s) will be required to keep copies of all billings, payments, and checks received from any national intercity bus service, passengers, and other ticket agencies, and to make these documents available to HAPCAP for review with three days' notice. Travel agency tickets will be included in the Service Operator's billings. HAPCAP will invoice ODOT Office of Transit, either monthly or quarterly per ODOT's prescribed frequency, for the amount due to Service Operator(s).

The Service Operator(s) will be required to cooperate and fulfill all reporting requirements regarding FTA Section 5311(f).

Fares

One-way fares (age 6 and up) are currently based on mileage as follows:

- Next stop over: \$5.00
- < 75 miles: \$10.00
- 75 – 159 miles: \$15.00
- 160 – 199 miles: \$20.00
- > 200 miles: \$25.00

Tax and service fee added at time of purchase.

Children 5 years old and younger ride for free with an adult ticket.

Currently, Ohio taxes are at 7% and the service fee is \$2.50 per transaction. The service fee is collected by the Service Provider. The service fee covers the cost of online ticketing (presently \$0.50 per transaction). HAPCAP bills the Service Provider for the remaining \$2.00 per transaction. The money collected goes into a capital fund which then can be used by HAPCAP to make capital purchases related to the service.

All fares and contract revenues must be properly maintained and safeguarded. Service Provider(s) is responsible for any losses or thefts.

Service, other than as described in this Section of the RFP, must have prior HAPCAP approval. HAPCAP retains the right to expand and consider alteration of the rate structure, with proper notification of the public at any time in the future.

Complaint Procedure

The Service Provider(s) is required to have a customer complaint procedure. All complaints and staff action taken in regard to a complaint shall be documented, saved, and used for planning and review purposes.

Proposed Marketing Plan Suggestions/Ideas

The Service Provider(s) shall be responsible for assisting in marketing the intercity service to grow ridership through improvements in community awareness, convenience, availability, and identification of new markets/partnerships.

The Service Provider must attach Marketing Plan Suggestions/Ideas to address how it proposes to assist in improving service effectiveness and efficiency. Options could include: incentives/disincentives for mutually determined transit system outcomes, revamping service to improve performance measures and attract transportation partnerships with other publicly funded agencies (e.g., reallocation of duplicative miles and hours, introducing curb-to-curb service, etc.), seeking opportunities to work with regional colleges and university, and improving marketing and public outreach efforts (including consistent signage and transfer locations among the various Service Providers that would assist local travelers).

Section I: Contract Award Requirements

Required Insurance Coverage

All Service Providers are required to provide certification of insurance. A copy of Certificate of Insurance shall be submitted with the Proposal providing the following assurances:

- Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemptions (submit proof with Proposal).
- For interlined feeder services, the Service Provider must have automobile liability insurance, which must cover the vehicle equipment, with a combined single limit of not less than \$1 million per occurrence for bodily injury and property damage combined (submit proof with Proposal).
- For terminal access, the Service Provider must have general liability insurance, which must include personal injury, contractual and employer's liability, with a combined single limit of not less than \$5 million per occurrence for bodily injury and property damage combined (submit with Proposal).

- All insurance shall be in the form and with such carriers satisfactory to HAPCAP. The insurance carrier must be authorized to do business within the State of Ohio and be able to issue the insurance required above. Insurance is to be placed with a carrier that has a Best's rating of A- or higher. The risk manager for the State of Ohio must approve any exception. The policy must reference the State's contract number (i.e., GCA #). The insurance policies shall be endorsed to include ODOT, HAPCAP, the City of Athens, Greyhound, and their officers, officials, agents, and employees, as additional insureds.

Service Provider Responsibility Prior to Start of Service

Service Provider must complete the following prior to commencing of the Contract:

- Finalize service schedule, including all time points and submit to HAPCAP for written approval. Provide HAPCAP with schedules and route information sixty (60) days prior to beginning service.
- Secure required agreements or contracts for use of current stops or secure new agreements or contracts with new stop locations. When possible, new stop locations should be staffed stop(s) with the ability to sell tickets, including tickets for trips with a leg on one or more national intercity bus service. Any new stops or changes to the current stops must be approved in writing by HAPCAP.
- Obtain FMCSA authorization to enter into interlining agreements with one or more national intercity bus services and other carriers connecting along the route. Because the Service Provider(s) will be connecting with an interstate carrier, they will fall under FMCSA authority and will be assigned a U.S. Department of Transportation number designating interstate authority. The application process filed with the State of Ohio can typically be completed in about sixty (60) days.
- Develop communication protocols with transportation partners, including but not limited to Greyhound, Amtrak, and other identified Project Partners and Project Stakeholders to insure passenger transfers and other coordination activities are possible.
- For Service Providers who intend to continue to use Greyhound as the match source, they must gain membership in Greyhound's MAX/NBTS TRIPS Ticketing Service or make arrangements with HAPCAP so that HAPCAP can maintain the agreement.
- Identify service vehicles that will be used as back up vehicles that are compliant with all Federal Motor Vehicle Safety Standards and ADA requirements, including, without limitation, wheel chair accessibility. Over the road coaches shall not have more than 250,000 miles or be more than seven (7) years old. Body on chassis vehicles shall not have more than 125,000 miles (diesel) or 80,000 miles (gasoline), nor be more than three (3) years old.
- Provide the Project Administrator with the following information about any vehicle used as part of the Contract, including back-up vehicles, and those that may be used by a subcontractor if they are operating part of the schedule:

- Vehicle Identification Numbers
- Seating capacity
- Number of wheelchair tie downs (minimum of 2)
- Maintenance schedules and maintenance history
- Proposers who intend on purchasing new vehicles to support the GoBus program should provide a plan/timeline which demonstrates that the vehicles will be available for use by the time of the Contract start.
- Obtain sponsored membership in the National Bus Traffic Association (NBTA) through a recognized national intercity bus serve sponsored carrier in order to interline successfully with other carriers. As a sponsor, the national intercity bus service must send a letter in support of the membership and must agree to reconcile revenue collections with the rural feeder service operator.
- Ensure updated state registration (i.e., “Uniform Application for Single State Registration for Motor Carriers Registered with the Secretary of Transportation”) in order to provide service as described in the Scope and Statement of Work.

Contract Clauses and Provisions

Adequate Provisions

The Contract contains adequate provisions to constitute sound, complete, and binding agreement.

Proposal Acceptance

Each Proposal will be submitted with the understanding that the acceptance in writing by HAPCAP of the Offer to provide target service will constitute a Contract between the Service Provider and HAPCAP. The Contract will bind the Service Provider to furnish and deliver at the bid price, and in accordance with conditions of said accepted Proposal and the specifications contained therein.

State and Local Law Disclaimer

The rights and duties of the parties hereto shall be determined by the laws of the State of Ohio and to that end the Contract shall be considered as a contract made and to be executed at HAPCAP in the City of Glouster, Ohio and the State of Ohio. Court of Common Pleas in and for Athens County shall have original jurisdiction over any legal matters arising from this tender.

Reserved Rights; Limitations on Funding

The Contract is contingent upon funds being appropriated by ODOT. In the event funding is decreased or eliminated, in whole or in part, HAPCAP reserves the right to modify or terminate

the Contract accordingly. Additionally, HAPCAP reserves the right to make changes to service as needed, or as HAPCAP sees fit, at any time during the Contract period.

Subject to Financial Assistance

The services described in this RFP are to be purchased with the assistance of a grant from the FTA and ODOT. The award of this contract is subject to a financial assistance contract between HAPCAP and ODOT. The successful Service Provider will be required to comply with all terms and conditions prescribed for third-party contracts in a grant agreement with FTA. The FTA's Master Agreement can be accessed at <http://www.fta.dot.gov/documents/15-Master.pdf>. This grant contract is available for examination by prospective Service Providers at HAPCAP office.

Invoicing and Payment

The Service Provider shall submit properly documented invoices as discussed in the Section Accounting Records by the 10th of the month, but not more than once a month, based on vehicle hours of service. After reviewing and verifying invoices, HAPCAP will process said invoices and remit payment within 45 days, providing state and federal grant monies have been received.

Any overpayment to the Service Provider which may be determined by an audit must be refunded to, HAPCAP.

Accounting Records

The Service Provider shall establish and maintain in accordance with requirements established by HAPCAP, ODOT, and FTA, separate accounts for the project, in accordance with ODOT's Grants Management System, either independently or within its existing accounting system to be known as the "Project Account."

All costs 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 HAPCAP, ODOT, RIBAC, and FTA.

All accounting records shall be retained for three (3) years following a final audit or as may be designated by HAPCAP.

Other Records and Reports

The Service Provider will be responsible for properly maintaining separate records for the rural intercity services as deemed necessary by HAPCAP; apart from other records. Such reports include monthly performance reports to HAPCAP and performance reports should include financial, operating, inventory, maintenance, training, and administrative reporting.

The Service Provider will be responsible for creating updated bus schedules for each separate route. All planned service or rate changes must be met with prior approval from HAPCAP, who reserves the right to make final decision on any changes to the rate or route.

All vehicles, brochures, and telephone directory advertisements must clearly state the name of the transit system and the funding sources. The schedule must be made available on disc and audio tapes for visually-impaired persons.

All records must be available for review by HAPCAP, ODOT, and RIBAC.

Resolution of Disputes

Both parties shall use their best efforts to resolve any and all disputes or controversies arising out of or in connection with the Contract. All disputes or controversies arising out of or in connection with this contract that are not solved by means of good faith negotiations between the parties during a thirty (30) day period starting on the date one of the parties notifies in writing the other party of any dispute, shall be scheduled for formal mediation in Athens, Ohio, on a date to be agreed upon by the parties, but within thirty (30) days of either side's written declared impasse in good faith negotiations. If mediation is not successful, the issue shall be submitted to binding arbitration. The arbitration proceedings shall take place in Athens, Ohio where the arbitral award shall be rendered, and shall be conducted on a confidential basis. The arbitration panel shall be composed of three arbitrators: one appointed by HAPCAP, one appointed by Service Provider, and the third appointed by the two chosen arbitrators. The arbitration panel shall have the authority, but not the obligation, to award the prevailing party their attorneys' fees and costs in prosecuting their claim. In all cases, the Service Provider agrees to continue diligent performance under the Contract while the matters in dispute are being resolved at least until expiration of the Contract term. Notwithstanding any other provisions of this paragraph to the contrary, this paragraph shall not preclude any of the parties hereto from seeking injunctive relief from any court of competent jurisdiction if irreparable harm will otherwise result, with respect to any controversy or claim arising out of or relating to the Contract or enforcement or breach thereof.

Termination

HAPCAP may, by written notice to the Service Provider, terminate the project and cancel the Contract for any of the following reasons:

- a. Termination for Convenience (General Provision). HAPCAP may terminate the Contract, in whole or in part, at any time by written notice to Service Provider when it is in the HAPCAP's best interest. If the Contract is terminated for convenience of HAPCAP, the Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit its termination claim to the Project Administrator to be paid. If the Service Provider is in possession of any of HAPCAP's

property, the Service Provider shall account for same, and dispose of it in the manner the Project Administrator directs.

b. Termination for Default [Breach or Cause] (General Provision). If Service Provider fails to perform in the manner called for in the Contract, or if Service Provider fails to comply with any other provisions of the Contract, HAPCAP may terminate the Contract for default. Termination shall be effected by serving a notice of termination to Service Provider setting forth the manner in which Service Provider is in default. The Service Provider shall only be paid the contract price for services performed in accordance with the manner of performance set forth in the Contract.

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

c. Opportunity to Cure (General Provision). HAPCAP in its sole discretion may, in the case of a termination for breach or default, allow Service Provider 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 Service Provider fails to remedy to HAPCAP's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Service Provider or written notice from HAPCAP setting forth the nature of said breach or default, HAPCAP shall have the right to terminate the Contract without any further obligation to Service Provider. Any such termination for default shall not in any way operate to preclude HAPCAP from also pursuing all available remedies against the Service Provider and its sureties for said breach and/or default.

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

e. Termination Due to Change in Funding. In the event that Federal, state, or local funding is reduced or eliminated, in whole or in part, HAPCAP may cancel the Contract by notifying the Service Provider in writing within thirty (30) days after receiving notice of the funding reduction or elimination.

In the event of any termination due to a change in funding, the Service Provider will be paid the agreed upon rate for services delivered up to the date of termination. The Service Provider shall deliver all records, equipment, and materials to HAPCAP within five (5) business days of the date of termination.

Severability

In the event any provision of the Contract arising out of this RFP 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.

Contract Subletting

The Service Provider shall not subcontract any part of the services without prior written approval from HAPCAP. No subcontract shall, under any circumstances, relieve the Service Provider of the responsibilities and obligations under the Contract.

Assignment Transfer

There shall be no assignment or transfer of interest or delegation of the Service Provider's rights, duties, or responsibilities under the Contract without the prior written consent of HAPCAP.

Regulatory Requirements

The Service Provider shall comply with all Federal, state, and local licensing and/or regulatory requirements for the provision of public transportation services. The Service Provider shall comply with all clauses included in the FTA's Master Agreement, referenced herein.

Contract Change

Prior to execution, HAPCAP may modify the terms of the Contract as it deems necessary provided that said changes remain within the Scope and Statement of Work as originally contemplated by this RFP.

Responsibility for Claims and Liability

The Service Provider shall be responsible for and save harmless the City of Athens, HAPCAP, ODOT, the RIBAC and FTA for all damage to life and property due to activities of the Service Provider, its subcontractors, agents, or employees, in connection with the execution of the project, and shall have insurance that complies with Section I hereof.

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 HAPCAP.

Default

Neglect or failure of the Service Provider to comply with any of the terms, provisions, or conditions of the Contract or failure of any representation made to the City of Athens, HAPCAP, ODOT, RIBAC, or FTA in connection with the Contract by the Service Provider to be true,

and/or the inability of the Service Provider to fulfill its obligations through the balance of the Contract period, shall be considered an “event of default.”

Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Service Provider agrees that it will comply with the requirements of 49 U.S.C. 5323(h)(3) by refraining from using any Federal assistance awarded by FTA to support procurements using an exclusionary or discriminatory specification.

Interest of Members or Delegates to Congress

In accordance with the requirements of 41 U.S.C. 22, the Service Provider agrees that it will not allow any member of or delegate to the Congress of the United States to any share or part of the Contract or to any benefit arising therefrom.

PART II: INSTRUCTIONS TO SERVICE PROVIDERS

Section A: Service Providers Checklist

- Signed Cover Letter / Letter of Transmittal
- Resumes of key personnel that will be assigned to this project
- Project Narrative
- DUNS Number
- Certificate of Insurance or letter from an underwriter confirming that the Service Provider can be insured for the required amount
- Bureau of Workers Compensation Certificate
- Copy of their most recent completed financial audit, if requested
- Letter of commitment signed by an officer of the parent company having the authority to execute the parent company guaranty (if applicable)
- Lobbyist Certificate
- Suspension and Debarment Certificate
- Drug and Alcohol Program
- Technical Proposal
- Cost Proposals for each Route, including Worksheets
- Service Policy and Procedures Manual
- Service Provider Qualification and Reference Forms
- Information regarding vehicles to be used as part of the Contract
- Acknowledgement of any addendums received (if applicable)

This non-exhaustive list is posted as a helpful organizational tool. Service Provider is responsible to include all information requested in this RFP.

Section B: Submission Information and Requirements

HAPCAP reserves the right, in its sole and absolute discretion, to accept or reject any or all Proposals or any part of a Proposal and to waive any informality and accept the most favorable Proposal to meet the best interest of HAPCAP.

In order to be considered, a Proposal must be received at the administrative offices of the HAPCAP by August 9, 2019 at 3:00 PM EST. It is the Service Provider's responsibility to ensure its Proposal arrives before the Proposal Deadline. All required documents for the Proposal must be submitted via the electronic Filedrop Procedure listed below. An accompanying email to the GoBus Administrator, claudia.bashaw@hapcap.org, listing the documents submitted through the Filedrop is also required for Proposal receipt confirmation.

Electronic Filedrop Procedure

1. Go to www.hapcap.org/filedrop
2. Click on "Upload Files to GoBus"
3. Click the "Select or drop files" button
4. Begin uploading first file submission, and repeat process to upload remaining documents.
PLEASE NOTE: Service Provider's name MUST appear in the title of each document submitted. A list of successfully uploaded documents will appear below the "Select or drop files" button.
5. In order to receive a Proposal receipt confirmation, submit an email to the GoBus Administrator (claudia.bashaw@hapcap.org) before the Proposal Deadline with a list of the Proposal documents submitted.

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.

Project Narrative

- A. Service Providers are to provide a brief description of their major business functions, history, and organizational structure, as well as previous references from parallel types of services, and a mission or vision statement for their current business. Also provide a vision statement for the GoBus project.
- B. Service Providers must describe experience in operating a public intercity bus route or comparable service.
- C. Service Providers must identify any policies and procedures that have been successfully demonstrated by it that had a positive impact on service effectiveness and efficiency.
- D. Service Providers must describe how they will operate the GoBus project. This description should include information about personnel that would be assigned to the project and demonstrate an understanding of the importance of meaningful connections with one or more national intercity bus service.

- E. Service Providers must clearly identify which routes they are bidding on.
- F. Service Providers must provide a description of the facilities they will use to store and maintain the buses.
- G. Service Providers must describe the types of facilities/terminals they will use in Columbus, Cincinnati, and/or any other Ohio and potentially West Virginia hub relevant to the Proposal.
- H. Service Providers must clearly state whether they would need HAPCAP to supply additional buses or whether they would have the capacity and ability to supply the buses through a third-party lease agreement.
- I. Service Providers must state how they anticipate handling ticket sales.
- J. Service Providers must clearly state the percentage of subsidy needed to operate the routes they bid on.
- K. Service Providers should include marketing suggestions and ideas.
- L. The Service Provider(s) must describe how daily dispatch functions will be executed, including the handling of emergency and unusual situations.
- M. Service Provider must explain whether they intend to use Greyhound as the match source. If the Service Provider intends to suggest another match source, other than Greyhound, they must include a detailed summary describing the match, its source, and how it might affect or change the current system.
- N. Service Providers must describe how they will handle the maintenance and up-keep of the buses as well as where the buses will be stored.
- O. Service Providers must describe how they will accomplish the transition of the service from the existing operator, including timelines and milestones for implementation to ensure that service, if applicable, will not be interrupted.

Section C: Service Provider Qualifications and Reference Form

(Note: The Service Provider authorizes the HAPCAP to contact any person listed on this form for the purpose of investigating responsibility. Failure to provide complete information can be grounds for bid rejection.)

1. SERVICE PROVIDER INFORMATION:
a. Business Name:
b. Owner Name:
c. Business Address:
d. Business Phone: Other Relevant Phone Numbers:
e. Web address:
f. Relevant Email Addresses:
e. Number of Employees:
g. Annual Sales \$:
h. Date Business Established:
i. Insurance Agent Name:
j. Insurance Agent Address:
k. Insurance Agent Phone:

2. FOR THIS PROJECT ONLY:
a. Name of Project Manager:
b. Business Phone: Other Relevant Phone Numbers:
c. Business Address:
d. Email:

3. COMPARABLE PROJECTS IN SIZE AND SCOPE:
Please include a brief description of these projects in the Proposal.

a. Name of Project:

Address:

Dates:

b. Name of Project:

Address:

Dates:

c. Name of Project:

Address:

Dates:

d. Name of Project:

Address:

Dates:

4. REFERENCES:
a. Firm Name:
Address:
Name of Reference:
Position Title:
Telephone:
Email:
b. Firm Name:
Address:
Name of Reference:
Position Title:
Telephone:
Email:
c. Firm Name:
Address:
Name of Reference:
Position Title:
Telephone:
Email:

Section D: Drug and Alcohol Testing Program & Certification

The Service Operator will be required to comply with all the rules and regulations of the U.S. Department of Transportation regarding Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations as required by 49 CFR Part 655. A drug and alcohol testing program that includes up to date record keeping and monitoring of employees must be in place on the effective date of the Contract for this service. The Service Provider shall submit its Drug and Alcohol Program – including procedures for random testing – with its Proposal.

In addition, the Service Provider must submit the Drug and Alcohol Testing Program Certification on the following page with this Proposal.

Drug and Alcohol Testing Program Certification

Project Name: _____

The Drug and Alcohol testing requirements apply to Operational Service Contracts where safety sensitive functions are being performed. FTA's drug and alcohol rules are mandated in 49 CFR Part 655.

The Service Provider agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40, 653, and 654, produce any documentation necessary to establish its compliance with Parts 40, 653, and 654, and permit any authorized representative of the U.S. Department of Transportation or its operating administrations and agents, or the State Oversight Agency of Ohio (or state of the Service Provider) to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40, 653, and 654 and review the testing process. To certify compliance the Service Provider shall use the "Substance Abuse Certifications" in the "Annual List of Certification and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register.

The Service Provider/Service Provider hereby certifies that it will meet the requirements of 49 CFR Parts 40, 653, and 654.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Section E: Cost Proposal Summary

A Service Provider submitting a Proposal in response to this RFP should base the pricing of its Proposal on a cost-reimbursement basis and a mileage-reimbursement basis. An Excel document with editable Cost Proposal worksheets is provided in this Application Package. This Excel document includes areas to calculate both required Proposals (Cost Reimbursement and Mileage Reimbursement).

Cost Proposals should be submitted at the total cost to operate each year for the 36-month term, or in the case of the Wooster//Columbus (Rural) Route (D) the total cost to operate for the applicable 12-month term, and not based on the amount of subsidy being requested. Service Providers should submit one Cost Proposal per route they are bidding on along with a combined one-year Cost Proposal.

Service Providers are to submit one (1) original and two (2) copies of each of the Cost Proposal Summaries via the Filedrop Procedure described above in Section B: Submission Information & Requirements.

Part I – Cost Reimbursement Contract

Service Providers are to use the Cost Proposal Summary Excel worksheets, an example of which can be found in Exhibit C, for submitting the proposed cost for operating the project as described in this RFP. Each worksheet should be submitted electronically through the Filedrop Procedure found in Section B: Submission Information & Requirements above.

For every line item with an amount on Exhibit C, please provide a detailed calculation on a separate sheet of paper and include with your Proposal. An example follows:

Labor –

Operator wages @ \$15.00/hr. X 2,080 hrs. = \$31,200

If less than 100% of the cost of an item will be used for GoBus, please submit a cost allocation plan with your Proposal, e.g., if only 50% of a facility is used by GoBus, then only 50% of the associated facility costs should be charged to GoBus.

Assumptions for Current GoBus Routes:

Annual Vehicle Revenue Hours of Service	<u>27,780</u>
Annual Vehicle Revenue Miles of Service	<u>1,145,540</u>
Annual # of Passengers	<u>107,060</u>
Annual Farebox Revenue	<u>\$1,622,960</u>

Part II – Mileage Reimbursement Contract

Using the Cost Proposal Summary Excel worksheets provided with this Application, fill in the Cost Per Mile section on each worksheet. This Cost Proposal must establish a total cost per mile driven for the purpose of obligating funds and establishing a designated price for each mile driven during the term of the Contract, without a price ceiling.

The Service Provider(s) must describe how emergency and usual situations will be handled. For example, if a bus goes out of service during its route – is the cost of such exigent circumstance built into the per mile price provided in the Cost Proposal and if not, a description of how such circumstance should be handled on a compensation basis must be included. The Service Provider should carefully consider all possible circumstances in crafting its Proposal as the resulting Cost Proposal will be used to negotiate the Contract.

Please make sure to provide detailed calculations wherever possible.

PART III: EVALUATION CRITERIA

RIBAC and Evaluation Team

The Rural Intercity Bus Advisory Committee (RIBAC) will make all decisions regarding the evaluations, determination of responsible Service Providers and the competitive range, negotiations and the selection of the Service Provider(s), if any, that may be awarded the Contract. The RIBAC will be assisted by an Evaluation Team which will include officers, employees, and agents of HAPCAP. The Evaluation Team will carry out the detailed evaluations and report all of its findings to the RIBAC. The RIBAC may elect to award to one or more Service Providers without further discussion, or may determine that no Service Provider meets the needs of HAPCAP. HAPCAP reserves the right to discontinue the selection process and begin the entire RFP process anew.

After the interviews or negotiations, HAPCAP expects to award a Contract to the Service Provider(s) which in the RIBAC's opinion has made the best offer based on the evaluation criteria listed below. However, if the successful Service Provider refuses or fails to execute the Contract, HAPCAP/RIBAC may award the Contract to another Service Provider whose bid complies with the RFP requirements and any addenda thereto. The period of time within which such an award of the Contract may be accepted by the Service Provider shall be specified by HAPCAP when the Contract is awarded.

During the evaluation and negotiation process, neither HAPCAP nor the RIBAC members may disclose information from one Service Provider to another Service Provider. Once a Contract is executed by a Service Provider, all information provided by Service Providers shall remain confidential to the extent permissible by law, to the extent HAPCAP is not required to disclose such information by applicable law, regulation, or process.

Proposal Selection Process

An award, if made, will be to one or more Service Providers who are, in the RIBAC and HAPCAP's judgment, found to be in the best interest of HAPCAP and the intercity service. Any selection of a Proposal found to be in the best interest of HAPCAP and the intercity service will be made based upon the RIBAC and HAPCAP's consideration and assessment of the following criteria of "Qualification Requirements" and "Proposal Evaluation Criteria". The final determination of a Service Provider's qualification may also be based upon information received during the evaluation process and as a condition for award.

Qualification Requirements

The following are the requirements for qualifying Service Providers. All of these requirements must be met; therefore, they are not listed by any particular order of importance. Any Proposal that the RIBAC finds not to meet these requirements, and cannot be made to meet these

requirements, may be determined by the RIBAC not to be qualified and its Proposal rejected. The requirements are as follows:

- A. Sufficient financial strength and resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner as measured by:
 - a. Service Provider's financial statements prepared in accordance with United States Generally Accepted Accounting Principles (GAAP) and audited by an independent certified public accountant authorized to practice in the jurisdiction of either HAPCAP or the Service Provider.
 - b. Willingness of any parent company to provide the required financial guaranty evidenced by a letter of commitment signed by an officer of the parent company having the authority to execute the parent company guaranty.
 - c. Ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the Service Provider can be insured for the required amount or a current Certificate of Insurance that states the minimum insurance requirements are already being met.
- B. Evidence that the human and physical resources are sufficient to perform the Contract as specified in the Statement of Work and assure delivery of all services within the time specified in the Contract, to include:
 - a. Sufficient staff with skills, experience, requirements, and equipment to fulfill the Contract.
 - b. Access to adequate facilities for the storage and maintenance of the buses.
- C. Evidence of satisfactory performance and experience in operating a public intercity bus route or comparable service. Evidence shall be by Service Provider's experience with projects of comparable size and scope and client references.

Evaluation Criteria

The following criteria, listed by their relative degree of importance, will be utilized to evaluate and rank those Proposals which are timely filed and which satisfy the above Qualification Requirements for the purposes of determining a competitive range for utilization by the Evaluation and Selection Committees in analyzing and comparing Proposals for a potential award.

- *Qualification and Resources*
- *Technical*
- *Management*
- *Price*

- *Proposal Presentation*

- A. **Qualifications (35 Points)**. The Proposal will be evaluated to the degree to which the Service Provider meets or exceeds the required qualifications. The following factors are listed in their relative importance.
- a. **Experience and Performance**. Service Provider's experience with similar types of service, dispatching, scheduling, and reporting. Previous performance records.
 - b. **Human and Physical Resources**. Staff with skills, experience, knowledge, requirements, and equipment to fulfill the Contract. Access to facilities for the storage and maintenance of the buses.
 - c. **Financial Strength and Resources**. Resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner.
- B. **Technical Proposal (25 Points)**. The Proposal will be evaluated for the following factors which are listed in their relative order of importance:
- a. **Service Plan and Design**. Service Provider has demonstrated a comprehensive plan that includes operations management and system design. If a match source, other than Greyhound, is proposed the Service Provider has thoroughly detailed the match, its source, and how this change in match might effects or changes the current system.
 - b. **Understanding**. Service Provider has demonstrated a thorough understanding of the Scope and Statement of Work and their role and responsibilities.
 - c. **Marketing Plan Suggestions/Ideas**. Service Provider has demonstrated knowledge of opportunities relating to growing GoBus.
- C. **Cost Proposal (20 Points)**. The Cost Proposal will be assessed for affordability. Proposed budget must appear complete, realistic, and cost effective.
- D. **Compliance (10 Points)**. The degree of compliance with both required and suggested provisions of the RFP.
- E. **Proposal Presentation (10 Points)**. Proposal is organized and responsive to all areas contained in the RFP; Service Provider exhibited confidence and knowledge regarding the proposed operation.

In addition to the criteria listed above, a determination of the potential risks and benefits, and strengths and weaknesses of each Proposal will be made. The scores for category E will be assigned according to the following:

9 - 10	Exceptional. Fully compliant with Contract requirements and requested offerings and with desirable strengths or betterments; no errors, or risks, or weaknesses or omissions.
6 - 8	Good to Superior. Compliant with Contract requirements and requested offerings; some minor errors, or risks, or weaknesses or omissions.
4 - 5	Adequate. Minimally compliant with Contract requirements and requested offerings; errors, or risks, or weaknesses or omissions; possible to correct and make acceptable.
1 - 3	Poor to Deficient. Non-compliant with Contract requirements and requested offerings; errors, or risks, or weaknesses or omissions; difficult to correct and make acceptable.
0	Unacceptable. Totally deficient and not in compliance with Contract requirements; not correctable.

PART IV: REQUIRED CONTRACT CLAUSES AND CERTIFICATIONS

Section A: U.S. Government Required Clauses

Charter Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less).

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). 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). 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 \$250,000. 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 \$250,000 financed in whole or in part with FTA assistance.

Lobbying – Applicability – Operational Service Contracts over \$250,000

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 \$250,000 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). 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, examination, 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)

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 \$250,000. 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 \$250,000 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.

No Government Obligation to Third Parties – Applicability – All contracts except micro-purchases (\$10,000 or less)

(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)

(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.

...

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 (Non Procurement) – 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)

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)

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)

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, religion, 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 Bidders/offerors 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 micro-purchases (\$10,000 or less)

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)

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 and Alcohol Abuse and Testing – Applicability – Operational service contracts except micro-purchases (\$10,000 or less)

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)(3) 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 and as amended by MAP-21 23 U.S.C. § 517(d), 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 provisions 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 – 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 1201).

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 Single Audit Requirements for State Administered Federally Aid Funded Projects

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.

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.

Seatbelt Use and Distracted Driving

Contractors are advised that the FTA encourages adoption and promotion of policies to encourage the use of seat belts, ban text messaging while driving and implement other policies to promote safe driving and decrease crashes by distracted drivers pursuant to Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, Executive Order No. 13513, "Federal leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving."

Metric Measurements

To the extent practicable and feasible, Contractors shall not refuse property and services with dimensions expressed in Metric Measurements that comply with the Metric Conversion Act, as amended by The Omnibus Trade and Competitiveness Act, 15 U.S. C. §§205(a), et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs", July 25, 1991, 15 U.S.C., §205(a) note; and applicable Federal Regulations.

\$1 Coins

Contractors shall ensure they are fully capable of accepting and dispensing \$1 coins in compliance with §104 of the Presidential \$1 Coin Act of 2005, 31 U.S.C. §54312(p).

Section B: Federally Required Certifications

Theses Certificates (on next pages) must be signed and returned to be deemed responsible.

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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

On behalf of _____ that:
(Name of Service Provider/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 Service Provider/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.

- 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,
- To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - Debarred,
 - Suspended,
 - Proposed for debarment,
 - Declared ineligible,
 - Voluntarily excluded, or
 - Disqualified,
 - 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:
 - 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,
 - Violation of any Federal or State antitrust statute, or
 - Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - 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,
 - 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,

- 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,
- 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:
 - Equals or exceeds \$25,000,
 - Is for audit services, or
 - Requires the consent of a Federal official, and
- It will require that each covered lower tier contractor and subcontractor:
 - Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - Debarred from participation in its federally funded Project,
 - Suspended from participation in its federally funded Project,
 - Proposed for debarment from participation in its federally funded Project,
 - Declared ineligible to participate in its federally funded Project,
 - Voluntarily excluded from participation in its federally funded Project, or
 - 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 _____

EXHIBIT A: CURRENT SERVICE SCHEDULES

		Route A		
		Columbus // Athens // Parkersburg		
Westbound <i>7 Days a Week</i>				
Stop Location		Schedule #		
		50	53	55
Marietta	Armory Square - 241 Front St	~~~~~	10:20 AM	~~~~~
Parkersburg	Marathon Station - 573 Point Dr	~~~~~	11:05 AM	~~~~~
Coolville	GoMart - 25780 Brimstone Rd	~~~~~	11:30 AM	~~~~~
Athens	Community Center - 701 East State St	5:00 AM	11:55 AM	5:55 PM
Athens	Ohio University - Baker Center - Oxbow Trail	5:15 AM	12:20 PM	5:40 PM
Nelsonville	Hocking College - 3301 Hocking Pkwy	5:35 AM	12:40 PM	6:15 PM
Logan	North Fitness Center - 4 East Main St	5:55 AM	1:00 PM	6:35 PM
Lancaster	Dogwood Crossing - 4400 Coonpath Rd	6:25 AM	1:30 PM	7:05 PM
Columbus	John Glenn Airport - 4600 Int'l Gateway	7:30 AM	2:05 PM	7:40 PM
Columbus	Greyhound Station - 111 East Town St	7:10 AM	2:20 PM	7:55 PM
<i>Connections to Wooster (#50 to #60 / #53 to #10), Van Wert & Chicago (#53 to #21) & Greyhound available at this location.</i>				
Eastbound <i>7 Days a Week</i>				
Stop Location		Schedule #		
		51	52	54
Columbus	John Glenn Airport - 4600 Int'l Gateway	6:35 AM	10:00 AM	3:15 PM
Columbus	Greyhound Station - 111 East Town St	7:00 AM	10:25 AM	3:40 PM
Lancaster	Dogwood Crossing - 4400 Coonpath Rd	7:30 AM	10:55 AM	4:10 PM
Logan	North Fitness Center - 4 East Main St	8:00 AM	11:25 AM	4:40 PM
Nelsonville	Hocking College - 3301 Hocking Pkwy	8:20 AM	11:45 AM	5:00 PM
Athens	Ohio University - Baker Center - Oxbow Trail	8:50 AM	12:10 PM	5:40 PM
<i>Connections to Cincinnati (#51 to #57) & Cleveland (#51 to #30) available at this location.</i>				
Athens	Community Center - 701 East State St	9:05 AM	12:20 PM	5:50 PM
Coolville	GoMart - 25780 Brimstone Rd	9:45 AM	~~~~~	~~~~~
Marietta	Armory Square - 241 Front St	10:20 AM	~~~~~	~~~~~
Parkersburg	Marathon Station - 573 Point Dr	10:40 AM	~~~~~	~~~~~
<i>Connections to Cleveland (#51 to #30) available at this location.</i>				
888-95-GoBus		RideGoBus.com		
Please arrive at the stop at least 15 minutes before your departure time.				
For up to date schedule information or tickets call or visit our website. Schedules are subject to change.				
Updated: August 15, 2017				



Route B

Cincinnati // Athens

Eastbound

7 Days a Week

Stop Location		Schedule #	
		56	58
Cincinnati	University of Cincinnati - 2815 Commons Way	5:05 AM	12:30 PM
Cincinnati	Greyhound Station - 1005 Gilbert Ave	4:55 AM	1:05 PM
Batavia	University of Cincinnati East - 1981 James Sauls Dr	5:45 AM	1:45 PM
Seaman	Marathon Station - 17286 OH-247	6:20 AM	2:20 PM
Peebles	Peebles First Stop - 25191 OH-41	6:45 AM	2:45 PM
Piketon	Former Ohio Candle Company - 7040 US-23	7:15 AM	3:15 PM
Jackson	Mike's One Stop - 970 Main St	7:40 AM	3:40 PM
Albany*	Marathon Station - 5615 Washington Rd	8:15 AM*	4:15 PM*
Athens	Ohio University - Baker Center - Oxbow Trail	8:50 AM	4:25 PM
Connections to Cleveland (#56 to #30), Parkersburg (#56 to #51) & Columbus (#56 to #53 / #58 to #55), available at this location.			
Athens	Community Center - 701 East State St	8:30 AM	4:35 PM

Westbound

7 Days a Week

Stop Location		Schedule #	
		57	59
Athens	Community Center - 701 East State St	8:30 AM	5:15 PM
Athens	Ohio University - Baker Center - Oxbow Trail	8:50 AM	5:40 PM
Albany*	Marathon Station - 5615 Washington Rd	9:00 AM*	5:45 PM*
Jackson	Mike's One Stop - 970 Main St	9:35 AM	6:25 PM
Piketon	Former Ohio Candle Company - 7040 US-23	10:00 AM	6:50 PM
Peebles	Peebles First Stop - 25191 OH-41	10:40 AM	7:35 PM
Seaman	Marathon Station - 17286 OH-247	10:50 AM	7:45 PM
Batavia	University of Cincinnati East - 1981 James Sauls Dr	11:25 AM	8:20 PM
Cincinnati	Greyhound Station - 1005 Gilbert Ave	12:10 PM	9:05 PM
Connections to Greyhound available at this location.			
Cincinnati	University of Cincinnati - 2815 Commons Way	12:30 PM	8:55 PM

* Reservation-Only Stop = Passenger must call to schedule pick up. Otherwise, the bus will not stop at this location.

888-95-GoBus


RideGoBus.com

Please arrive at the stop at least 15 minutes before your departure time.

For up to date schedule information or tickets call or visit our website. Schedules are subject to change.

Updated: June 20, 2018

	Route C			
		Cleveland // Parkersburg // Athens		
		(With continuing service to and from Charleston, WV)		
Northbound				
<i>7 Days a Week</i>				
Stop Location		Schedule #		
		30	13	
Athens	Ohio University - Baker Center - Oxbow Trail	8:50 AM	4:30 PM	
Athens	Community Center - 701 East State St	9:05 AM	3:55 PM	
Coolville	GoMart - 25780 Brimstone Rd	9:45 AM	4:50 PM	
Parkersburg	Marathon Station - 573 Point Dr	11:05 AM	~~~~~	
Marietta	Armory Square - 241 Front St	11:30 AM	5:30 PM	
Caldwell	Park & Ride - 16761 McConnellsville Rd	11:55 AM	6:00 PM	
Cambridge	BP - 2246 Southgate Pkwy	1:00 PM	6:30 PM	
Newcomerstown*	McDonald's - 211 Adena Dr	1:15 PM*	~~~~~	
New Philadelphia	Eagle Truck Stop - 217 16th St SW	1:35 PM	7:05 PM	
Mount Eaton	Mt Eaton Hardware - 15936 East Main St	2:05 PM	~~~~~	
Canton	SARTA Transit Center - 112 Cherry Ave	2:35 PM	7:35 PM	
<i>Connections to Greyhound available at this location.</i>				
Akron	Akron Metro Transit Center - 631 S Broadway St	3:10 PM	8:10 PM	
<i>Connections to Greyhound available at this location.</i>				
Broadview Heights	Great Day - 375 Treeworth Blvd	~~~~~	8:35 PM	
Cleveland	Greyhound Station - 1465 Chester Ave	3:50 PM	9:00 PM	
<i>Connections to Greyhound available at this location.</i>				
Parma	Barons Bus - 12800 Brookpark Rd	~~~~~	9:15 PM	
Southbound				
<i>7 Days a Week</i>				
Stop Location		Schedule #		
		12	31	
Parma	Barons Bus - 12800 Brookpark Rd	11:00 AM	~~~~~	
Cleveland	Greyhound Station - 1465 Chester Ave	11:35 AM	4:40 PM	
Broadview Heights	Great Day - 375 Treeworth Blvd	11:55 AM	~~~~~	
Akron	Akron Metro Transit Center - 631 S Broadway St	12:30 PM	5:45 PM	
<i>Connections to Greyhound available at this location.</i>				
Canton	SARTA Transit Center - 112 Cherry Ave	1:00 PM	6:20 PM	
<i>Connections to Greyhound available at this location.</i>				
New Philadelphia	Eagle Truck Stop - 217 16th St SW	1:25 PM	6:45 PM	
Newcomerstown*	McDonald's - 211 Adena Dr	~~~~~	7:00 PM*	
Cambridge	BP - 2246 Southgate Pkwy	2:10 PM	7:40 PM	
Caldwell*	Park & Ride - 16761 McConnellsville Rd	2:30 PM	7:55 PM*	
Marietta	Armory Square - 241 Front St	3:00 PM	8:25 PM	
Parkersburg	Marathon Station - 573 Point Dr	~~~~~	8:50 PM	
<i>Continuing service to Charleston, WV available at this location.</i>				
Coolville*	GoMart - 25780 Brimstone Rd	3:30 PM*	~~~~~	
Athens	Community Center - 701 East State St	3:55 PM	~~~~~	
Athens	Ohio University - Baker Center - Oxbow Trail	4:05 PM	~~~~~	
<i>Connections to Columbus (#12 to #55) & Cincinnati (#12 to #59) available at this location.</i>				
* Reservation-Only Stop = Passenger must call to schedule pick up. Otherwise, the bus will not stop at this location.				
888-95-GoBus		RideGoBus.com		
Please arrive at the stop at least 15 minutes before your departure time.				
For up to date schedule information or tickets call or visit our website. Schedules are subject to change.				
		Updated: March 4, 2019		

	Route D		
	Wooster // Columbus		
	(With continuing service to and from Akron & Buffalo, NY)		
Northbound <i>7 Days a Week</i>			
Stop Location		Schedule #	
		60	10
Columbus	Greyhound Station - 111 East Town St	7:20 AM	3:25 PM
<i>Continuing service from Cincinnati available at this location.</i>			
Columbus	John Glenn Airport - 4600 Int'l Gateway	7:40 AM	~~~~~
Newark	COTC/OSU Newark - 900 University Dr	8:15 AM	~~~~~
Martinsburg	Marathon Station - 102 North Market St	8:45 AM	~~~~~
Harrison Township*	Parking Lot of Community Christian Fellowship - 23439 Newcastle Rd	8:55 AM*	~~~~~
Gambier	Kenyon College - 202 Gaskin Ave	9:10 AM	~~~~~
Mount Vernon	Colonial Lanes - 110 Mt Vernon Ave	9:25 AM	~~~~~
Mount Gilead*	Wendy's - 6148 OH-95	~~~~~	4:00 PM*
Loudonville	Mohican State Park MTB Parking Lot - 3175 OH-3	9:55 AM	~~~~~
Shreve	Scheck IGA - 405 West South St	10:15 AM	~~~~~
Mansfield	7-Eleven - 2424 Possum Rd	~~~~~	4:25 PM
Wooster	College of Wooster - Behind Scot Center - Gasche St	10:35 AM	~~~~~
Wooster	Cora's Deli - 2500 Akron Rd	10:45 AM	5:10 PM
<i>Continuing service to Akron & Buffalo, NY available at this location.</i>			
Southbound <i>7 Days a Week</i>			
Stop Location		Schedule #	
		61	11
Wooster	College of Wooster - Behind Scot Center - Gasche St	10:35 AM	~~~~~
Wooster	Cora's Deli - 2500 Akron Rd	11:05 AM	8:50 PM
Mansfield	7-Eleven - 2424 Possum Rd	~~~~~	9:35 PM
Shreve	Scheck IGA - 405 West South St	11:25 AM	~~~~~
Loudonville	Mohican State Park MTB Parking Lot - 3175 OH-3	11:45 AM	~~~~~
Mount Gilead*	Wendy's - 6148 OH-95	~~~~~	9:55 PM*
Mount Vernon	Colonial Lanes - 110 Mt Vernon Ave	12:15 PM	~~~~~
Gambier	Kenyon College - 202 Gaskin Ave	12:30 PM	~~~~~
Harrison Township*	Parking Lot of Community Christian Fellowship - 23439 Newcastle Rd	12:40 PM*	~~~~~
Martinsburg	Marathon Station - 102 North Market St	12:50 PM	~~~~~
Newark	COTC/OSU Newark - 900 University Dr	1:20 PM	~~~~~
Columbus	John Glenn Airport - 4600 Int'l Gateway	1:55 PM	~~~~~
Columbus	Greyhound Station - 111 East Town St	2:10 PM	11:05 PM
<i>Connections to Athens (#61 to #54), Van Wert and Chicago (#61 to #22) & Greyhound available at this location.</i>			
* Reservation-Only Stop = Passenger must call to schedule pick up. Otherwise, the bus will not stop at this location.			
888-95-GoBus		RideGoBus.com	
Please arrive at the stop at least 15 minutes before your departure time.			
For up to date schedule information or tickets call or visit our website. Schedules are subject to change.			
		Updated: March 4, 2019	


		Route E	
		Van Wert // Columbus	
		(With continuing service to and from Chicago, IL)	
Southbound 7 Days a Week			
Stop Location		Schedule #	
		22	
Van Wert	Brookside Convenience - 1301 West Main St	12:25PM	
Continuing service from Chicago, IL available at this location.			
Delphos*	Microtel Inn - 480 Moxie Lane	12:45 PM*	
Lima	Allen County Regional Transit - 218 East High St	1:20 PM	
Connections to Greyhound available at this location.			
Kenton	Village Pantry - 350 South Main St	2:05 PM	
Marysville*	Village Pantry - 350 Allenby Dr	2:35 PM*	
Columbus	Greyhound Station - 111 East Town St	3:05 PM	
Connections to Athens (#22 to #54), Wooster (#22 to #10) & Greyhound available at this location.			
Northbound 7 Days a Week			
Stop Location		Schedule #	
		21	
Columbus	Greyhound Station - 111 East Town St	2:50 PM	
Marysville*	Village Pantry - 350 Allenby Dr	3:20 PM*	
Kenton	Village Pantry - 350 South Main St	3:50 PM	
Lima	Allen County Regional Transit - 218 East High St	4:45 PM	
Connections to Greyhound available at this location.			
Delphos*	Microtel Inn - 480 Moxie Lane	5:05 PM*	
Van Wert	Brookside Convenience - 1301 West Main St	5:45 PM	
Continuing service to Chicago, IL available at this location.			
* Reservation-Only Stop = Passenger must call to schedule pick up. Otherwise, the bus will not stop at this location.			
888-95-GoBus		RideGoBus.com	
Please arrive at the stop at least 15 minutes before your departure time.			
For up to date schedule information or tickets call or visit our website. Schedules are subject to change.			
		Updated: March 4, 2019	

EXHIBIT B: SERVICE COMPLIANCE REQUIREMENTS

Compliance Requirements

The Service Operator of the target intercity bus service routes providing interlined feeder service to the approved national intercity bus service along identified corridors must comply with federal regulations and other industry standards, including:

- Federal Motor Carrier Safety Administration (FMCSA) operating authority.
- National Bus Traffic Association (NBTA) membership.
- Driver and vehicle safety standards.
- Insurance.
- Operating and terminal access agreements.
- Disadvantaged Business Enterprise.

FMCSA Operating Authority

- Because the Service Operator will be connecting with an interstate carrier, the Service Operator will fall under FMCSA authority and will be assigned a U.S. Department of Transportation (USDOT) number designating interstate authority.
- The approved national intercity bus service must be able to help the Service Operator secure FMCSA operating authority through an application process filed with the State of Ohio that can be completed in approximately sixty (60) days.

NBTA Membership

- Once the Service Operator has secured FMCSA operating authority, national intercity bus service, approved by ODOT, can sponsor the Service Operator in applying for “transit sponsored” NBTA membership.
- As a sponsor, the approved national intercity bus service must send a letter in support of the membership and must agree to reconcile revenue collections with the rural feeder service operator.

Driver and Vehicle Safety Standards

- Drivers must have a valid Commercial Driver’s License (CDL).
- Drivers must comply with the electronic logging device rule, as applicable, in addition to the RODS data requirements in 49 CFR 395, documenting hours of service.
- Vehicles must carry FMCSA/USDOT number (secured through FMCSA authority) on their vehicle(s).
- Vehicles are subject to periodic safety inspections by local/federal enforcement officials.
- Vehicles may be subject to roadside inspections if enforcement officials find cause.

Insurance Requirements

- Worker’s Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemptions (submit proof with Proposal).
- For interlined feeder services, the Service Provider must have automobile liability insurance, which must cover the vehicle equipment, with a combined single limit of not

less than \$1 million per occurrence for bodily injury and property damage combined (submit proof with Proposal).

- For terminal access, the Service Provider must have general liability insurance, which must include personal injury, contractual and employer's liability, with a combined single limit of not less than \$5 million per occurrence for bodily injury and property damage combined (submit with Proposal).
- All insurance shall be in the form and with such carriers satisfactory to HAPCAP. The insurance carrier must be authorized to do business within the State of Ohio and be able to issue the insurance required above. Insurance is to be placed with a carrier that has a Best's rating of A- or higher. The risk manager for the State of Ohio must approve any exception. The policy must reference the State's contract number (i.e., GCA #). The insurance policies shall be endorsed to include ODOT, HAPCAP, the City of Athens, Greyhound, and their officers, officials, agents, and employees, as additional insureds.

Operating and Terminal Access Agreements

The Service Operator will work with the approved intercity national bus service to address the following items within an operating and terminal access agreement:

Pricing and Ticketing Options

- Pricing of feeder services.
- Service Operator must be able to provide quotes for the approved intercity national bus service and fares; the approved intercity national bus service provides quotes for operator's service and fares.
- The approved intercity national bus service provides ticket stock.
- Tickets can be purchased at a local ticket agency, by phone, mail, and/or online.

Commission Ticket Agency

- The Project Administrator or the Service Operator can become an agent and sell the approved intercity national bus service tickets and receive a commission on each ticket sold or package shipped.
- Commissions can be applied to both feeder and the approved intercity national bus service trip segments.
- Commissions can be paid in addition to feeder service fares.
- Commission revenue is eligible for use as local cash match against federal/state grants.

Marketing & Advertising

- The approved intercity national bus service includes local feeder service fare and schedule information in TRIPS for nationwide quotations.
- Once included in TRIPS, generic the approved intercity national bus service TV, radio, print media, and Yellow Page advertising includes local feeder services.
- Local feeder services are encouraged to conduct other local/regional marketing & advertising opportunities (e.g., newspaper, radio, cable, posters, flyers, mailers, etc.) with 5311(f) funds.

Bus Terminal License (BTL) and Other Agreements

- The approved intercity national bus service staff can help with the development and execution of the proper agreements which could include items such as:
 - Bus Terminal License agreements.
 - Operating agreements.
 - Terminal access process agreements.
 - Sponsored transit agency vs. non-sponsored transit agency.
 - Insurance requirements and liability issues.
 - Full service terminal agreement versus simple access agreement.

Disadvantaged Business Enterprise (DBE)

- Disadvantaged Business Enterprises fall under the Federal Compliance category of Civil Rights
- The Department of Transportation's (DOT) Disadvantaged Business Enterprise (DBE) Program seeks to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit and airport financial assistance programs and to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- All FTA funding recipients must make "good faith" efforts to ensure that DBEs have opportunities to compete for third party contracts.

EXHIBIT C: EXAMPLES OF COST PROPOSAL SUMMARY WORKSHEETS

(Editable Cost Proposal Summary Worksheets for submission are included in the Application Packet as a separate Excel document.)

COST PROPOSAL SUMMARY FOR ROUTE OPTION:	
Vehicle Operations	
ONE YEAR: January 1 – December 31, 2020	
Labor	
Operator's Salary (Drivers)	\$
Other Salaries & Wages (Dispatchers)	\$
Fringes	
Fringe Benefits (Drivers & Dispatchers)	\$
Services	
Professional & Tech Services (On-going technical assistance for maintenance software.)	\$
Materials & Supplies Consumed	
Fuel & Lubricants (Fuel: diesel, gasoline, propane, etc.)	\$
Tires & Tubes (Tires- New)	\$
Other Materials & Supplies (Operating & safety supplies, purchase of garage equipment)	\$
Taxes	
Vehicle Licensing and Registration Fees (For revenue service vehicles)	\$
Fuel/ Lube Taxes (Sales & excise taxes incurred on purchase of fuel and lubricants, credit fuel rebates)	\$
Purchased Transportation Service	
Purchased Transportation Service (Third Party service Contract)	\$
Miscellaneous Expenses	
Miscellaneous Expenses (Parking fees, etc.) Please Specify _____ Please Specify _____	\$
Leases & Rentals	
Passenger Revenue Vehicles (Lease costs on vehicles used to transport passengers, may not be used if ownership of vehicle is transferred to system at end of lease)	\$
Other Costs	
Other Costs (Costs that do not fit in other categories) Please Specify _____ Please Specify _____	\$
MILEAGE REIMBURSEMENT/COST PER MILE CALCULATION TABLE	
TOTAL VEHICLE OPERATIONS COSTS:	\$0.00
TOTAL MILEAGE FOR THIS ROUTE:	
COST PER MILE:	#DIV/0!

COST PROPOSAL SUMMARY FOR ROUTE OPTION:	
Vehicle Maintenance	
ONE YEAR: January 1 – December 31, 2020	
Labor	
Other Salaries & Wages (Mechanics & Bus Washers)	\$
Fringes	
Fringe Benefits (Mechanics & Bus Washers)	\$
Services	
Contract Maintenance Services (Repairs and oil changes done other than in-house)	\$
Materials & Supplies Consumed	
Fuel & Lubricants (Fuel for service vehicles purchase of case of oil for in-house changes)	\$
Tires & Tubes (Tires - repairs for revenue vehicles, new repair for service vehicles)	\$
Other Materials & Supplies (Repairs example, other than tires, vehicle washing, vehicle towing)	\$
Utilities	
Utilities other than Non-Propulsion	\$
Casualty & Liability Costs	
Premiums for Physical Damages (Premiums to insure vehicles, credit amts. recovered)	\$
Recoveries of PD	\$
Taxes	
Property Tax	\$
Vehicle Licensing & Registration Fees (For Service Vehicles)	\$
Fuel/Lube Taxes	\$
Leases & Rentals	
Engine Houses, Car Shops, Garage (Lease costs of maintenance facilities)	\$
Other Costs	
Other Costs (Costs that do not fit in other categories) Please Specify _____ Please Specify _____ Please Specify _____	
MILEAGE REIMBURSEMENT/COST PER MILE CALCULATION TABLE	
TOTAL VEHICLE MAINTENANCE COSTS:	\$0.00
TOTAL MILEAGE FOR THIS ROUTE:	
COST PER MILE:	#DIV/0!

COST PROPOSAL SUMMARY FOR ROUTE OPTION:**General Administration**

ONE YEAR: January 1 – December 31, 2020

Labor	
Other Salaries & Wages (Administrative & Administrative Office Staff)	\$
Fringes	
Fringe Benefits (Administrative)	\$
Services	
Management Service Fees (Profit Line)	\$
Advertising Fees (Advertising provided by an advertising agency)	\$
Professional & Tech Services (IT fees, auditors, accountants, attorneys, mgt. consultants, drug & alcohol consortium charges)	\$
Temporary Help (Workforce Services, Account Temps, not Permanent Employees)	\$
Contract Maintenance Services (Main & repair of copier, office or computer equipment)	\$
Custodial Services (If paying to have facility cleaned by janitorial service)	\$
Other Services (Safety services, monthly charge for security system, D & A test, Hep. B shots, physical, BCI checks)	\$

Materials & Supplies Consumed	
Fuel & Lubricants	\$
(Fuel for Administrative Vehicles)	
Tires & Tubes	\$
(Tires for Administrative Vehicles)	
Other Materials & Supplies	\$
(Offices supplies, postage, purchase of new office equipment)	
Utilities	
Utilities other than non-propulsion power	\$
(Telephones, gas, electric, water & sewage, pager and cell phone rental, trash collection)	
Casualty & Liability Costs	
Premiums for Physical Damage	\$
(Premiums to insure facilities, credit amts. recovered)	
Recoveries of PD	\$
Premium for Public Liability/Property Damage	\$
(Premiums to insure system against losses from liability for its acts which cause damage to the person or property of others when transit system is responsible)	
Premiums for Other Corporate Insurance	\$
(Fidelity bonds - bonding of employees)	
Other Corporate Losses	\$
Recoveries of OCL	\$
Taxes	
Property Taxes	\$
Vehicle Licensing & Registration Fees	\$
(For administrative vehicles)	
Fuel & Lube Taxes	\$
(For administrative vehicles)	
Other Taxes	\$
(Related to Administration)	
Purchased Transportation - Services	
Purchased Transportation - Services	\$

Miscellaneous Expenses	
Dues & Subscriptions	
(Memberships & publications - only 90% of OPTA & APTA is allowable)	\$
Travel & Meetings	
(Costs associated w/meetings & conferences, driver meal reimbursement for out of county trips if agency policy)	\$
Bridge Tunnel & Highway Tolls	\$
Advertising Promotion, Media	
(Brochures, marketing systems, advertising for hiring, public notices)	\$
Other Miscellaneous Expenses	
(Copying, Staff Recognition)	\$
Interest Expense	
Interest Expense	
(ONLY SHORT-TERM must meet conditions in Attachment S-A of the Rural Transit Manual)	\$
Lease & Rentals	
Service Vehicles	
(Lease costs of vehicle not used to transport passengers)	\$
Other General Admin. Facilities	
(Lease costs of office facilities, equipment, and furnishings)	\$
Depreciation & Amortization	
Depreciation Service Vehicles	
(Only vehicles purchased with local funds can be depreciated using straight line depreciation)	\$
Other Costs	
Other Costs	
(In-Kind costs for payment to county, city agency support that are not direct chages)	\$
MILEAGE REIMBURSEMENT/COST PER MILE CALCULATION TABLE	
TOTAL GENERAL ADMIN. COSTS:	\$0.00
TOTAL MILEAGE FOR THIS ROUTE:	
COST PER MILE:	#DIV/0!