

Request for Proposals (RFP)

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

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

Issue Date: May 23, 2025

Proposal Deadline: August 1, 2025 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 expansion routes for 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 this RFP and any portion of the information contained herein or provided in connection herewith in confidence and not to copy nor disclose such 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. This RFP is furnished for evaluation purposes only.

If Service Provider elects not to submit a Proposal in response to this RFP or is notified that it is not included in the pool of providers who may move on to the next stage of the GoBus project, the Service Provider shall destroy any and all copies of this RFP and any related information.

The Proposal **MUST** include each of the documents listed on the Service Providers Checklist contained in Part II, Section A of this RFP and submitted electronically via the procedure listed below in Section E: Submission Information and Requirements to be considered responsive.

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 is necessary, advisable, and/or appropriate, 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 disclosed.

Notwithstanding the foregoing, it is understood that, at all such times, HAPCAP and HAPCAP’s members, managers, officers, employees, advisors, affiliates, funders, 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 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. This RFP does not represent a commitment, legal or otherwise, to select or procure any services or products from any provider or vendor, including any recipient of this RFP.

It is the Service Provider’s responsibility to ensure its Proposal arrives before the Proposal Deadline of August 1st at 3pm ET. All required documents for the Proposal must be submitted via the 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 procedure 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.

The Service Provider shall not submit a Proposal or participate in activities related to this RFP or the GoBus project except in accordance with all provisions set forth herein.

Any Proposal submitted in response to this RFP constitutes acceptance of the terms of this RFP and represents a complete and binding offer.

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, (ii) the Service Provider represents that HAPCAP considers the Proposal content and all of the Service Provider’s written commitments, correspondence, and responses to questions regarding matters related to this RFP, and (iii) the Service Provider further waives, in advance, and shall hold HAPCAP harmless, from any liability, claims, or expenses whatsoever (including, without limitation, breach of contract) incurred by or on behalf of any person or organization responding to this RFP and/or 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.

HAPCAP reserves the right to request additional information from any provider, whether or not such provider was a recipient of this RFP, and to solicit independent third-party confirmation of information submitted hereby.

There is no guarantee that the GoBus project will be undertaken. Please note HAPCAP reserves the right to change, terminate, or otherwise cancel this RFP, and return Proposals, and/or waive any irregularity in any Proposal, at any point in time and without any notice. HAPCAP makes no commitments, implied or otherwise, that this process will result in a transaction with the Service Provider, any other provider participating in this process, and/or any third party.

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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 2024, GoBus provided service to 129,047 passengers, while operating 27,879 vehicle revenue hours and 1,147,401 vehicle revenue miles. The proposed routes in this RFP are a result of the Intercity Bus Needs Assessment completed in 2024. Below is a table summarizing data from the Needs Assessment and ODOT/HAPCAP work to identify stop locations along the proposed routes.

| Proposed Expansion Routes | Estimated Ridership (One Round Trip Daily) | Route Miles (One Way) | Trip Length (One Way) | Proposed Number of Round Trips | Number of Buses needed |
|-----------------------------------|---|------------------------------|------------------------------|---------------------------------------|-------------------------------|
| 1a: Toledo //// Cincinnati | 11,200 | 301 | 10 hours, 5 min | 2 | 4 |
| 1b: Toledo //// Cincinnati | 11,200 | 301 | 10 hours, 5 min | 1 | 2 |
| 2: Toledo // Columbus | 5,700 | 158 | 4 hours, 16 min | 1 | 1 |
| 3: Toledo // Ashtabula | 10,200 | 218 | 6 hours, 14 min | 1 | 2 |
| 4: Columbus // Pittsburgh | 8,600 | 186 | 4 hours, 14 min | 1 | 1 |

//// Indicates transfer at Dayton Trotwood

Currently, HAPCAP provides GoBus services through a contract with a third-party provider to operate the intercity fixed route general public transit system for 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 2026, HAPCAP will continue to support the current rural intercity bus routes, as well as up to four (4) new intercity fixed routes between Toledo and Cincinnati, OH (Cincinnati Airport in KY); Toledo and Columbus, OH; Toledo and Ashtabula, OH; and Columbus, OH and Pittsburgh, PA. HAPCAP will provide administrative support and oversight, handle most of the marketing and oversee compliance for these new routes as well as the current routes. The Service Provider would provide a turnkey type service, providing all transit-related functions and personnel for the expansion route(s) awarded to them.

HAPCAP expects to select one or more Service Providers during the review process of this expansion RFP. However, if the successful Service Provider refuses or fails to execute a Contract within the time frame to be specified by HAPCAP at the time such 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.

ODOT and HAPCAP will be identifying all stop locations for these proposed routes. Work on this topic is underway and proposed stop locations can be seen on the maps in Section G. ODOT and HAPCAP will negotiate all stop agreements and any associated fees. The Service Provider will have an opportunity to weigh in on proposed stop locations especially as it pertains to access, bus turning movements, and route efficiency.

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.
- **Client Reference Questionnaire** – A client reference questionnaire in a form as shall be later provided by HAPCAP and as further instructed in Part III of this RFP.
- **Contract** – means the legally binding written agreement between HAPCAP and the successful Service Provider(s) to perform the services described in this RFP. Any references to “the Contract” shall be deemed to refer to each and any such Contract, as applicable.
- **Cost Proposal** – A cost proposal in substantially the form of the cost proposal summary attached hereto as further instructed in Section E: Submission Information and Requirements of this RFP.
- **DOT** – The United States Department of Transportation.
- **D-U-N-S 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.
- **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, as specified on the Notice to Prospective Service Providers.
- **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.
- **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 manages the intercity bus project and ongoing contract with the Service Provider.
- **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 areas' 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.
- **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.
- **Proprietary Information** – The information specified on the Notice to Prospective Service Providers.
- **Representatives** – HAPCAP's representatives specified on the Notice to Prospective Service Providers.
- **Reservation Only Stop Location** – A location where the bus schedule may require a reservation one (1) day in advance.
- **RFP** – Means this Request for Proposals, a solicitation of a formal sealed Proposal.
- **RODS** – "Records of Duty Status."
- **Service Provider** – A vendor, either an individual or company, responding to this RFP and proposing to serve as "Service Provider" under a third-party Contract with the Project Administrator for targeted intercity bus services in Ohio described in this RFP and any other documents that Project Administrator determines to be necessary, desirable, and/or appropriate to carry out any of the purposes hereof.
- **Statement of Work** – The statement of work as provided herein and specifically as provided in Part I, Section H: Statement of Work of this RFP.

- **Technical Proposal** – A technical proposal demonstrating a comprehensive plan that includes operations management and system design, a thorough understanding of the Statement of Work and their role and responsibilities, and knowledge of opportunities relating to growing GoBus.

Section B: Funding

The GoBus program is funded with Rural Intercity Bus Program (Section 5311(f)) federal funding and through local match.

Section C: Project Duration

The Service Provider(s) is expected to be under contract by October 31, 2025. Services may begin as early as January 1, 2026, for a Contract, with an expiration of June 30, 2028, with the standards and guidelines established by HAPCAP and in compliance with ODOT and FTA guidelines and other applicable law and regulations. For cost planning purposes, vendors should assume operations begin on January 1, 2026. It is likely that service won't start on a holiday and if multiple expansion routes are selected, the initiation of those routes will be staggered.

HAPCAP may opt to extend or not to extend the Contract(s) upon expiration. An initial Contract may be extended for a period or periods of time up to one and a half (1.5) years in the aggregate, at and in HAPCAP's sole, exclusive option. In the event more than one Service Provider is awarded a Contract, HAPCAP may extend an initial Contract(s) *with one or both Service Providers*, for the entire period of time (i.e., 1.5 years) or, alternatively, for any shorter periods of time (e.g., an initial Contract may be extended for 1.5 years, or in six-month periods totaling 1.5 years in the aggregate), or any iteration thereof that HAPCAP may deem necessary, advisable, and/or appropriate, so long as such renewal periods do not exceed, in the aggregate, the applicable maximum extension time period.

If HAPCAP elects to consider extending an initial Contract for any of the expansion routes, the Service Provider(s) shall have the opportunity to submit to HAPCAP the pricing for additional periods for any and all expansion routes, not merely the route(s) the Service Provider was awarded in an initial Contract(s). This pricing information must be provided to HAPCAP at least six (6) months prior to the expiration of the Contract(s). HAPCAP, in its sole and absolute discretion, may decide to renew or not renew the Contract(s). HAPCAP's decision will be based on the same, or substantially similar, evaluation criteria used to determine an initial Contract(s), which such criteria is further detailed in Part III of this RFP, the Service Provider(s) performance under an initial Contract(s), and the complete renewal bid which may, taken as a whole, be the better bid with all factors considered rather than, e.g., simply coming in at the lowest priced bid; but in no way will HAPCAP be limited to such factors, as HAPCAP reserves the right to establish and consider evaluation criteria and other factors not included in this RFP as may be necessary, advisable, and/or appropriate in selecting the most appropriate Service Provider(s) to continue the GoBus project, including, without limitation, the Service Provider(s) performance, compliance, or lack thereof, with the terms of the Contract(s) of such provider. *Additionally, for avoidance of doubt, HAPCAP, in determining whether to renew the Contract(s), may decide to reallocate some or all routes to another Service Provider who was awarded a Contract(s) pursuant to this RFP and not the original Service Provider who was awarded such route(s).*

HAPCAP shall notify the Service Provider(s) of its decision to renew, or not renew, on or before the Contract's expiration date. If the Service Provider fails to provide such pricing information, HAPCAP shall be entitled to extend the applicable initial Contract for such periods for the same pricing in such initial Contract.

In full transparency, and in the spirit of full and open competition, part of the rationale for opting to bid the pricing this way is to take into account the many important variables in awarding a Contract, which includes from a pricing perspective, dynamic fuel prices and labor prices, and to further avoid any elaborate or detailed proposals and promote economy of presentation, and from a performance perspective, the performance of Service Provider(s) during the term of an initial Contract so that, in each case, the GoBus project and its stakeholders may be best served.

Notwithstanding anything to the foregoing, the submission of a Proposal in response to this RFP constitutes acknowledgement and acceptance of this Section C: Project Duration.

Section D: Procurement Timeline

RFP Released: May 23, 2025

Deadline for Submittal of Questions and Clarifications: June 20, 2025

Responses to Questions and Clarifications: July 1, 2025

Deadline for the Submission Portal Set-Up: July 1, 2025

Deadline for Submittal of any Proposals to HAPCAP: August 1, 2025

Award of Successful Bid Announced: September 26, 2025

Implementation of Contract: January 1, 2026

Implementation of Service: TBD, CY 2026

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 HAPCAP only when it is signed by a duly authorized officer of HAPCAP and delivered to the Service Provider in accordance with the terms herein.

To be considered, a Proposal must be received at the administrative offices of HAPCAP by August 1, 2025, 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 procedure listed below. An accompanying email to the GoBus Administrator, claudia.bashaw@hapcap.org, listing the documents submitted through the procedure is also required for Proposal receipt confirmation.

Electronic Submission Procedure

1. Go to ridegobus.com/rfp
2. **Fill out the “Intent to Submit Form” by July 1, 2025 to establish a file submission portal ahead of the Proposal Deadline**, whereby the Service Provider will be able to securely submit its responsive documents.
3. Once the submission portal is established the Service Provider will be able to upload its responsive documents. **PLEASE NOTE: Service Provider’s name MUST appear in the title of each document submitted.**
4. 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. Modifications must be in writing executed by the Service Provider’s authorized representative. Any modifications received after the Proposal Deadline will not be opened or considered, unless HAPCAP elects to do so in its sole and absolute discretion.

After the Proposal Deadline, a Service Provider may not seek the written consent of HAPCAP to withdraw its Proposals for at least ninety (90) calendar days.

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 Statement of Work or the Contract or other Contract documents, or who finds discrepancies in, or omissions from the 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 3:00 PM EST on June 20, 2025. HAPCAP will not accept questions via telephone or otherwise 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 Proposal is received, HAPCAP may require a detailed cost analysis or a price comparison between the Proposal 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 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 expansion services is contingent upon funds being appropriated by ODOT and distributed to 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 expansion route they are bidding on in the format attached. 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 one hundred and twenty (120) days from the Proposal Deadline and if acceptable by HAPCAP must be incorporated into an initial 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 necessary, 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 the bid 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, or is in a legal dispute with HAPCAP, ODOT, or its and their affiliates, or another contractor.

Contract Type

The Contract(s) resulting from this solicitation may be entered into as 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 mileage-reimbursement basis. Service Providers must provide pricing for the base two and a half (2.5) year Contract period for each of the routes they are bidding on.

Basis for Contract Negotiation

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

Acknowledgement of Addendum

If any part of this RFP needs revised, amended, or otherwise modified after the Proposal Deadline but before an award of any Contract, 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 within two (2) business days of receipt.

Signature Requirements

Submitted Proposals must be signed by an authorized representative(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. There is no expectation that prospective bidders communicate with Greyhound on facilities or local match.

Additional Language

Prior to execution of an initial 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 Statement of Work, and the submitted Proposal is made in accordance therewith, and;

- The Service Provider is familiar with the local conditions under which the 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 HAPCAP's stakeholders, 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 will be followed to register a proper protest, and said procedure shall be part of all solicitations.

Protests will only be accepted from Service Providers 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 will consider all such protests, whether submitted before or after the award of a Contract. If an oral protest is raised and the matter cannot be resolved to the satisfaction of the protestor, 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 by HAPCAP who timely submitted a Proposal. 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:

- 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 the date and time received and kept in accordance with its internal recordkeeping and document retention policies.

Written Protests Before Contract Award

Written protests before the award must be submitted to the Project Administrator. Any written protests addressing the adequacy of this RFP must be submitted to HAPCAP no later than June 27, 2025. Thereafter, protests of such issues are deemed waived by all Service Providers, though protests for others reasons other than the adequacy of this RFP may still be until the award of a Contract. Where a timely-submitted written protest has been filed prior to award of a Contract, no Contract shall be awarded until five (5) days after a written decision on the protest has been issued by HAPCAP and provided to protestor, and as appropriate, to concerned Service Providers. HAPCAP shall document the file to explain the resolution of said protest.

When a timely-submitted protest is received and HAPCAP determines in its sole and absolute discretion, to withhold a Contract award pending disposition of the protest, the Service Providers whose Proposals might become eligible for award may request, 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. 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.

Protests After Contract Award

Protests after a Contract award must be submitted to the Project Administrator and HAPCAP's legal counsel within five (5) business days of the day of the award. Any 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 shall consider a mutual agreement with the Service Provider to suspend performance on a no-cost basis.

Decision on Protest

HAPCAP 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 Service Provider 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 the procedures outlined above and only after ODOT has had opportunity to review and respond to such appeal. 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: GoBus Service Expansion

Expansion Route Options

In 2026, ODOT and HAPCAP intend to expand the GoBus service. The potential expansion routes consist of four (4) fixed route options between:

- Toledo and Cincinnati, OH
- Toledo and Columbus, OH
- Toledo and Ashtabula, OH
- Columbus, OH and Pittsburgh, PA

ODOT and HAPCAP will 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. 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 expansion services is contingent upon funds being appropriated by ODOT and distributed to 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.

PLEASE NOTE THAT ALL MAPS PROVIDED IN THIS RFP ARE ONLY PROVIDED FOR ILLUSTRATION PURPOSES.

Proposed Expansion Route 1A: Toledo // Cincinnati

This GoBus expansion route option would run seven (7) days per week, three hundred sixty-five (365) days per year. The successful Service Provider would run this round trip twice (2) daily. Route 1B will consist of one trip daily using the earlier proposed route.

With Stops In:

| Stop City | Stop Name | Stop Address | Arrival Time | Leaving Time |
|------------------------|-----------------------|-----------------------|--------------------|--------------------|
| U of Toledo | UT Rec Center | 2800 E Rocket Dr | 7:15:00 AM | 7:25:00 AM |
| Toledo | Toledo Amtrak | 415 Emerald Ave | 7:36:00 AM | 7:46:00 AM |
| Bowling Green | Meijer | 2111 E Wooster St | 8:11:00 AM | 8:21:00 AM |
| U of Findlay | Mazza Museum | 201 College St | 8:46:00 AM | 8:56:00 AM |
| Kenton | HHWPCAC HQ | 500 E Columbus St | 9:34:00 AM | 9:44:00 AM |
| Bellefontaine | Senior Center | 934 South Main St | 10:13:00 AM | 10:23:00 AM |
| Urbana | Public Parking | 205 West Court St | 10:49:00 AM | 10:59:00 AM |
| Yellow Springs | Bryan Comm Center | 100 Dayton St | 11:27:00 AM | 11:37:00 AM |
| Dayton Trotwood | Greyhound Stop | 5136 Salem Ave | 12:16:00 PM | 12:56:00 PM |
| Yellow Springs | Bryan Comm Center | 100 Dayton St | 1:35:00 PM | 1:45:00 PM |
| Urbana | Public Parking | 205 West Court St | 2:13:00 PM | 2:23:00 PM |
| Bellefontaine | Senior Center | 934 South Main St | 2:49:00 PM | 2:59:00 PM |
| Kenton | HHWPCAC HQ | 500 E Columbus St | 3:28:00 PM | 3:38:00 PM |
| Findlay | Mazza Museum | 201 College St | 4:16:00 PM | 4:26:00 PM |
| Bowling Green | Meijer | 2111 E Wooster St | 4:51:00 PM | 5:01:00 PM |
| Toledo | Toledo Amtrak | 415 Emerald Ave | 5:26:00 PM | 5:36:00 PM |
| U of Toledo | UT Rec Center | 2800 E Rocket Dr | 5:47:00 PM | 5:57:00 PM |

Highlighted Stop is the Transfer Point and Time. Transfer Time Accounts for Driver Lunch

| Stop City | Stop Name | Stop Address | Arrival Time | Leaving Time |
|------------------------|-----------------------|-----------------------|--------------------|--------------------|
| Cincinnati | Airport | 3087 Terminal Dr | 8:00:00 AM | 8:10:00 AM |
| Cincinnati | UC Greyhound | 2985 Short Vine St | 8:40:00 AM | 8:50:00 AM |
| Cincinnati Greyhound | Arlington Heights | 398 E Galbraith Rd | 9:11:00 AM | 9:21:00 AM |
| Oxford | Multi Modal Center | 97 W Chestnut St | 10:11:00 AM | 10:21:00 AM |
| Middletown | Transit Center | 55 S Broad St | 10:56:00 AM | 11:06:00 AM |
| Dayton | RTA HQ | 4 Main St | 11:42:00 AM | 11:52:00 AM |
| Dayton Trotwood | Greyhound Stop | 5136 Salem Ave | 12:12:00 PM | 12:52:00 PM |
| Dayton Inter Air | Airport | 3600 Terminal Dr | 1:07:00 PM | 1:17:00 PM |
| Dayton | RTA HQ | 4 Main St | 1:34:00 PM | 1:44:00 PM |
| Middletown | Transit Center | 55 S Broad St | 2:20:00 PM | 2:30:00 PM |
| Oxford | Multi Modal Center | 97 W Chestnut Str | 3:05:00 PM | 3:15:00 PM |
| Cincinnati Greyhound | Arlington Heights | 398 E Galbraith Rd | 4:05:00 PM | 4:15:00 PM |
| Cincinnati UC | UC Greyhound | 2985 Short Vine St | 4:36:00 PM | 4:46:00 PM |
| Cincinnati Airport | Airport | 3087 Terminal Dr | 5:16:00 PM | 5:26:00 PM |

| Stop City | Stop Name | Stop Address | Arrival Time | Leaving Time |
|-----------------|-------------------|-------------------|--------------|--------------|
| U of Toledo | UT Rec Center | 2800 E Rocket Dr | 10:15:00 AM | 10:25:00 AM |
| Toledo | Toledo Amtrak | 415 Emerald Ave | 10:36:00 AM | 10:46:00 AM |
| Bowling Green | Meijer | 2111 E Wooster St | 11:11:00 AM | 11:21:00 AM |
| Findlay | Mazza Museum | 201 College St | 11:46:00 AM | 11:56:00 AM |
| Kenton | HHWPCAC HQ | 500 E Columbus St | 12:34:00 PM | 12:44:00 PM |
| Bellefontaine | Senior Center | 934 South Main St | 1:13:00 PM | 1:23:00 PM |
| Urbana | Public Parking | 205 West Court St | 1:49:00 PM | 1:59:00 PM |
| Yellow Springs | Bryan Comm Center | 100 Dayton St | 2:27:00 PM | 2:37:00 PM |
| Dayton Trotwood | Greyhound Stop | 5136 Salem Ave | 3:16:00 PM | 3:56:00 PM |
| Yellow Springs | Bryan Comm Center | 100 Dayton St | 4:35:00 PM | 4:45:00 PM |
| Urbana | Public Parking | 205 West Court St | 5:13:00 PM | 5:23:00 PM |
| Bellefontaine | Senior Center | 934 South Main St | 5:49:00 PM | 5:59:00 PM |
| Kenton | HHWPCAC HQ | 500 E Columbus St | 6:28:00 PM | 6:38:00 PM |
| Findlay | Mazza Museum | 201 College St | 7:16:00 PM | 7:26:00 PM |
| Bowling Green | Meijer | 2111 E Wooster St | 7:51:00 PM | 8:01:00 PM |
| Toledo | Toledo Amtrak | 415 Emerald Ave | 8:26:00 PM | 8:36:00 PM |
| U of Toledo | UT Rec Center | 2800 E Rocket Dr | 8:47:00 PM | 8:57:00 PM |

Highlighted Stop is the Transfer Point and Time. Transfer Time Accounts for Driver Lunch

| Stop City | Stop Name | Stop Address | Arrival Time | Leaving Time |
|----------------------|--------------------|--------------------|--------------|--------------|
| Cincinnati | Airport | 3087 Terminal Dr | 11:00:00 AM | 11:10:00 AM |
| Cincinnati | UC Greyhound | 2985 Short Vine St | 11:40:00 AM | 11:50:00 AM |
| Cincinnati Greyhound | Arlington Heights | 398 E Galbraith Rd | 12:11:00 PM | 12:21:00 PM |
| Oxford | Multi Modal Center | 97 W Chestnut St | 1:11:00 PM | 1:21:00 PM |
| Middletown | Transit Center | 55 S Broad St | 1:56:00 PM | 2:06:00 PM |
| Dayton | RTA HQ | 4 Main St | 2:42:00 PM | 2:52:00 PM |
| Dayton Trotwood | Greyhound Stop | 5136 Salem Ave | 3:12:00 PM | 3:52:00 PM |
| Dayton Inter Air | Airport | 3600 Terminal Dr | 4:07:00 PM | 4:17:00 PM |
| Dayton | RTA HQ | 4 Main St | 4:34:00 PM | 4:44:00 PM |
| Middletown | Transit Center | 55 S Broad St | 5:20:00 PM | 5:30:00 PM |
| Oxford | Multi Modal Center | 97 W Chestnut Str | 6:05:00 PM | 6:15:00 PM |
| Cincinnati Greyhound | Arlington Heights | 398 E Galbraith Rd | 7:05:00 PM | 7:15:00 PM |
| Cincinnati UC | UC Greyhound | 2985 Short Vine St | 7:36:00 PM | 7:46:00 PM |
| Cincinnati Airport | Airport | 3087 Terminal Dr | 8:16:00 PM | 8:26:00 PM |



Department of
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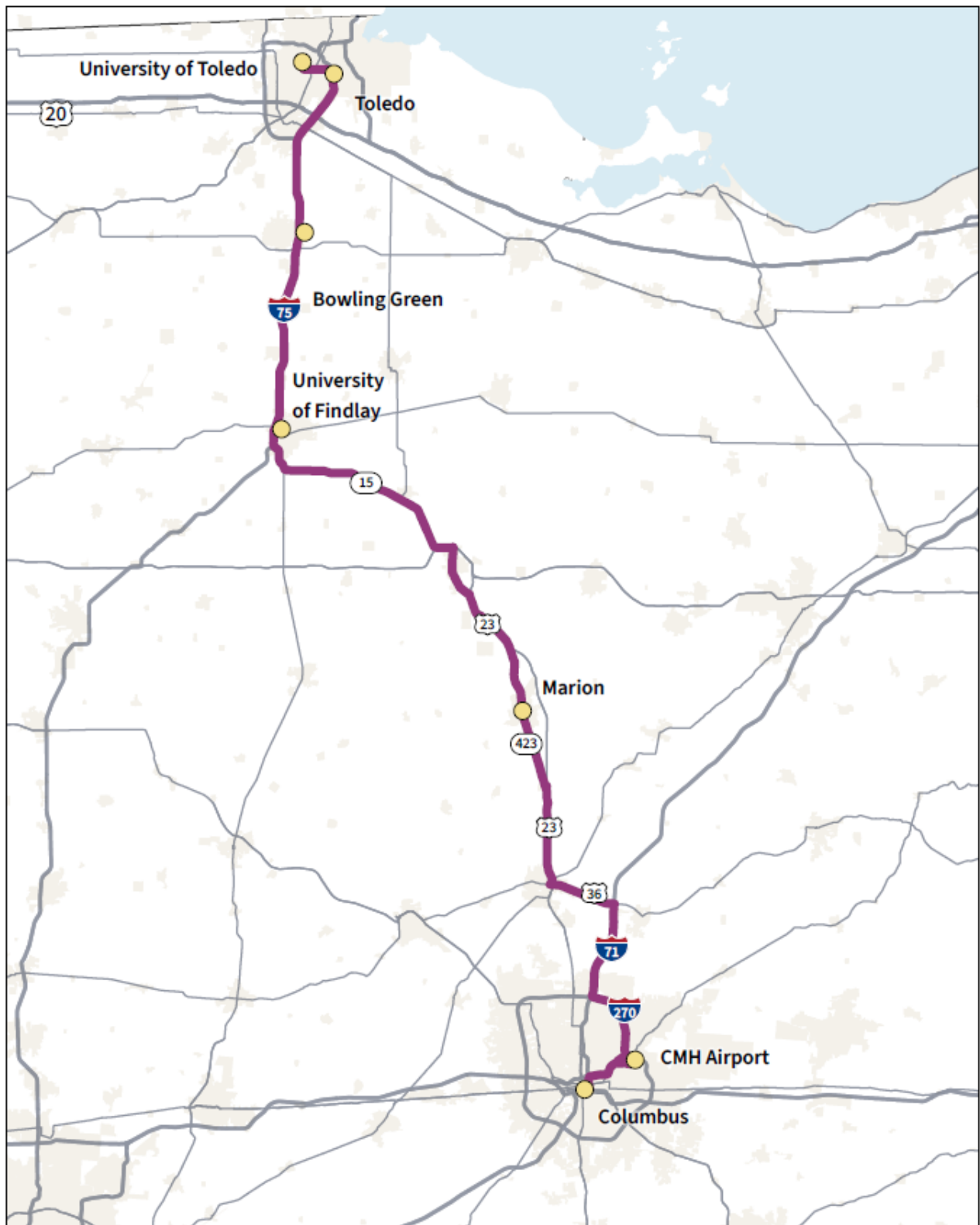
Toledo to Cincinnati

Proposed Expansion Route 2: Toledo // Columbus

This GoBus expansion route option would run seven (7) days per week, three hundred sixty-five (365) days per year. The successful Service Provider would run this round trip once daily.

With Stops In:

| Stop City | Stop Name | Stop Address | Arrival Time | Leaving Time |
|----------------|------------------------|----------------------------|--------------|--------------|
| Columbus Mound | Greyhound | 306 E Mound St | 6:00:00 AM | 6:10:00 AM |
| Columbus | John Glenn Airport | 4600 International Gateway | 6:20:00 AM | 6:30:00 AM |
| Marion | Marion Area Transit HQ | 137 S State St | 7:35:00 AM | 7:45:00 AM |
| Upper Sandusky | Wyandot Aging | 127 S Sandusky Ave | 8:10:00 AM | 8:20:00 AM |
| Findlay | Mazza Museum | 201 College St | 8:45:00 AM | 8:55:00 AM |
| Bowling Green | Meijer | 2111 E Wooster St | 9:20:00 AM | 9:30:00 AM |
| Toledo | Toledo Amtrak | 415 Emerald Ave | 9:55:00 AM | 10:05:00 AM |
| U of Toledo | UT Rec Center | 2800 E Rocket Dr | 10:16:00 AM | 10:56:00 AM |
| Toledo | Toledo Amtrak | 415 Emerald Ave | 11:07:00 AM | 11:17:00 AM |
| Bowling Green | Meijer | 2111 E Wooster St | 11:42:00 AM | 11:52:00 AM |
| Findlay | Mazza Museum | 201 College St | 12:17:00 PM | 12:27:00 PM |
| Upper Sandusky | Wyandot Aging | 127 S Sandusky Ave | 12:59:00 PM | 1:09:00 PM |
| Marion | Marion Area Transit HQ | 137 S State St | 1:34:00 PM | 1:44:00 PM |
| Columbus Air | John Glenn Airport | 4600 International Gateway | 2:09:00 PM | 2:19:00 PM |
| Columbus Mound | Greyhound | 306 E Mound St | 2:29:00 PM | 2:39:00 PM |



Department of
Transportation

Columbus to Toledo Circulator

GoBus: Ohio Rural Intercity Bus Service 2025 RFP

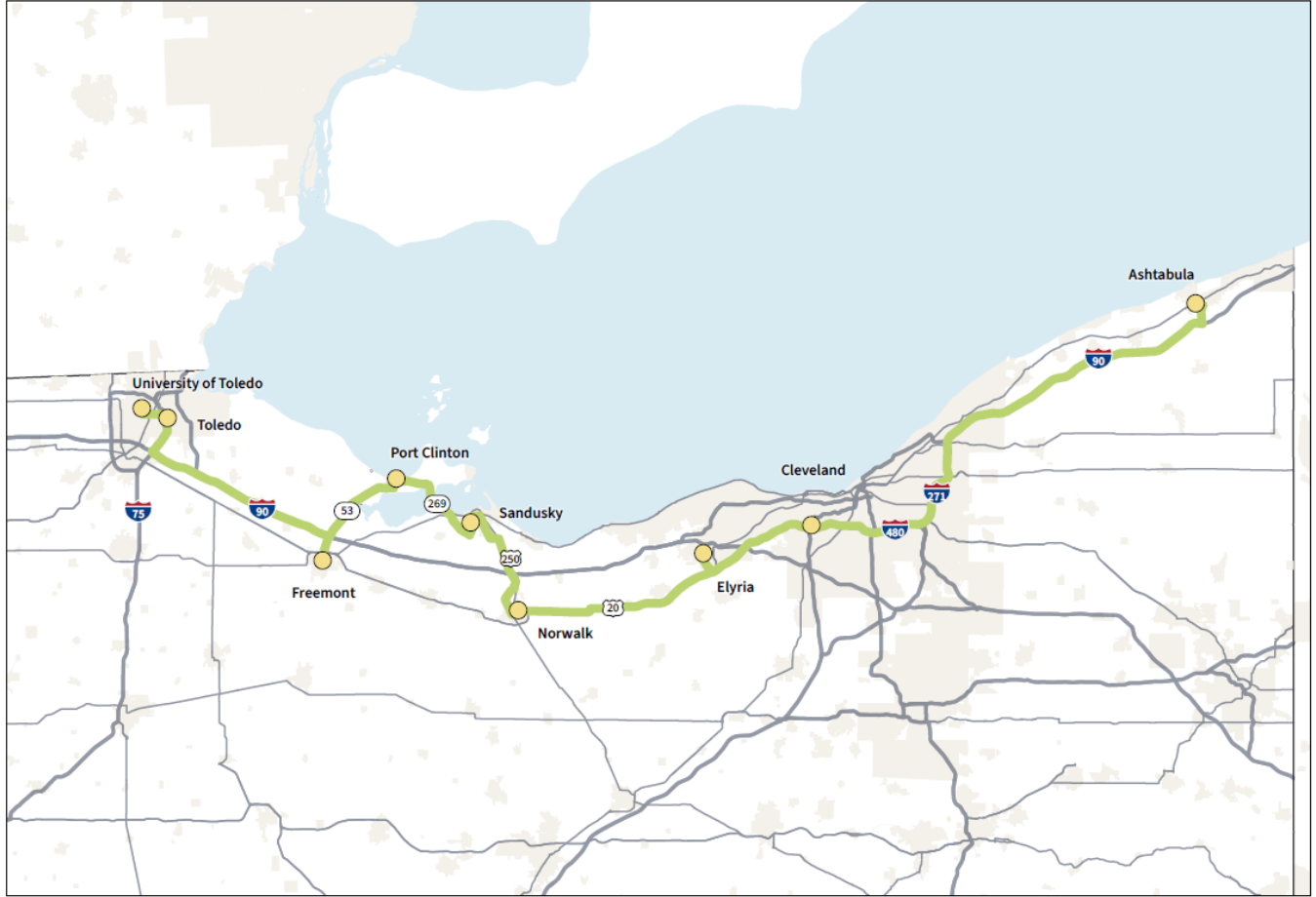
Proposed Expansion Route 3: Toledo // Ashtabula

This GoBus expansion route option would run seven (7) days per week, three hundred sixty-five (365) days per year. The successful Service Provider would run this round trip up to once daily.

With Stops In:

| Stop City | Stop Name | Stop Address | Arrival Time | Leaving Time |
|--------------|-----------------------|-----------------------------|--------------|--------------|
| U of Toledo | UT Rec Center | 2800 E Rocket Dr | 8:40:00 AM | 8:50:00 AM |
| Toledo | Toledo Amtrak | 415 Emerald Ave | 9:01:00 AM | 9:11:00 AM |
| Fremont | Walmart | 2052 OH-53 | 9:51:00 AM | 10:01:00 AM |
| Port Clinton | Waterworks Park | W State Rte 163 & Fulton St | 10:23:00 AM | 10:33:00 AM |
| Sandusky | Sandusky Amtrak | 1200 N Depot St | 10:55:00 AM | 11:35:00 AM |
| Norwalk | Municipal Complex | 42 Whittlesey Ave | 12:05:00 PM | 12:15:00 PM |
| Elyria | Transit Center | 40 East Ave | 1:00:00 PM | 1:10:00 PM |
| Cleveland | Greyhound Brooke Park | 17510 Brookpark Rd | 1:33:00 PM | 1:43:00 PM |
| Ashtabula | County Municipal Bld | 4755 Park Ave | 2:54:00 PM | 3:04:00 PM |

| Stop City | Stop Name | Stop Address | Arrival Time | Leaving Time |
|--------------|-----------------------|-----------------------------|--------------|--------------|
| Ashtabula | County Municipal Bld | 4755 Park Ave | 9:00:00 AM | 9:10:00 AM |
| Cleveland | Greyhound Brooke Park | 17510 Brookpark Rd | 10:21:00 AM | 10:31:00 AM |
| Elyria | Transit Center | 40 East Ave | 10:54:00 AM | 11:04:00 AM |
| Norwalk | Municipal Complex | 42 Whittlesey Ave | 11:49:00 AM | 11:59:00 AM |
| Sandusky | Sandusky Amtrak | 1200 N Depot St | 12:29:00 PM | 1:09:00 PM |
| Port Clinton | Waterworks Park | W State Rte 163 & Fulton St | 1:31:00 PM | 1:41:00 PM |
| Fremont | Walmart | 2052 OH-53 | 2:03:00 PM | 2:13:00 PM |
| Toledo | Toledo Amtrak | 415 Emerald Ave | 2:53:00 PM | 3:03:00 PM |
| U of Toledo | UT Rec Center | 2800 E Rocket Dr | 3:14:00 PM | 3:24:00 PM |



Ohio Department of
Transportation

Toledo to Ashtabula

Proposed Expansion Route 4: Columbus // Pittsburgh

This GoBus expansion route option would run seven (7) days per week, three hundred sixty-five (365) days per year. The successful Service Provider would run this round trip up to once daily.

With Stops In:

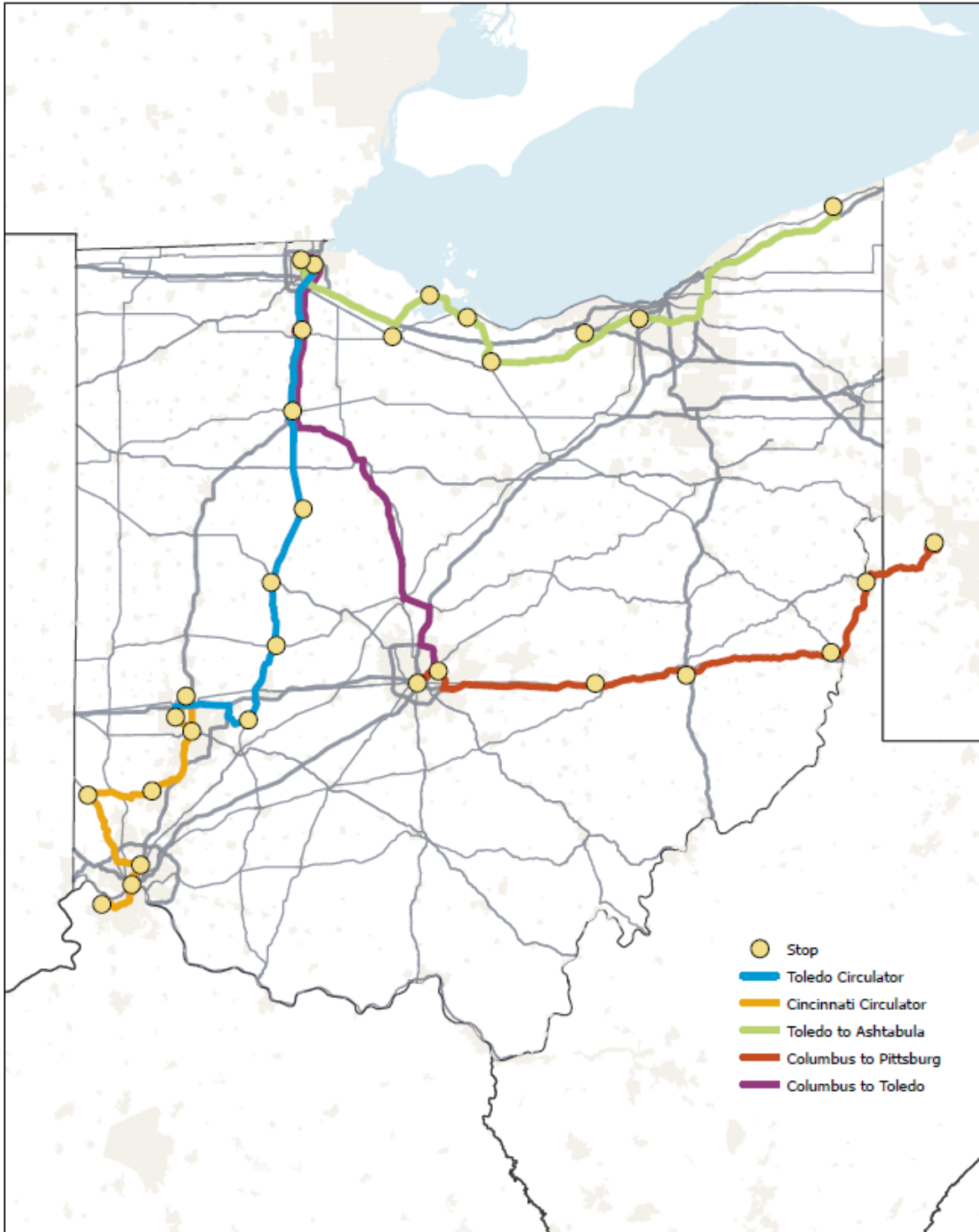
| Stop City | Stop Name | Stop Address | Arrival Time | Leaving Time |
|----------------|--------------------|----------------------------|--------------|--------------|
| Columbus Mound | Greyhound | 306 E Mound St | 9:00:00 AM | 9:10:00 AM |
| Columbus Air | John Glenn Airport | 4600 International Gateway | 9:25:00 AM | 9:35:00 AM |
| Zanesville | Gant Stadium | 139 Townsend St #133 | 10:30:00 AM | 10:40:00 AM |
| Cambridge | Greyhound | 2246 Southgate Pkwy | 11:08:00 AM | 11:18:00 AM |
| Bridgeport | Riesbeck's | 56130 National Rd | 11:59:00 AM | 12:09:00 PM |
| Steubenville | Steel Valley RTA | 555 Adams St | 12:37:00 PM | 12:47:00 PM |
| Pittsburgh | Airport | 1000 Airport Blvd | 1:14:00 PM | 1:54:00 PM |
| Steubenville | Steel Valley RTA | 555 Adams St | 2:21:00 PM | 2:31:00 PM |
| Bridgeport | Riesbeck's | 56130 National Rd | 2:59:00 PM | 3:09:00 PM |
| Cambridge | Greyhound | 2246 Southgate Pkwy | 3:50:00 PM | 4:00:00 PM |
| Zanesville | Gant Stadium | 139 Townsend St #133 | 4:28:00 PM | 4:38:00 PM |
| Columbus Air | John Glenn Airport | 4600 International Gateway | 5:33:00 PM | 5:43:00 PM |
| Columbus | Greyhound | 306 E Mound St | 5:58:00 PM | 6:08:00 PM |



Department of
Transportation

Columbus to Pittsburgh

MAP OF PROPOSED EXPANSION ROUTE



Department of
Transportation

Proposed Transit Routes

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.

In this RFP, HAPCAP is seeking qualified motor carrier Service Provider(s) to provide one or more of the following expansion routes of the rural intercity bus service operating seven (7) days a week to connect:

- Proposed Expansion Route 1: Toledo // Cincinnati
- Proposed Expansion Route 2: Toledo // Columbus
- Proposed Expansion Route 3: Toledo // Ashtabula
- Proposed Expansion Route 4: Columbus // Pittsburgh

The schedules for the four (4) proposed fixed-route, fixed-schedule feeder service expansion routes are provided in Section G. The expansion service shall operate seven (7) days a week, three hundred sixty-five (365) days a year. The schedules for the expansion routes shall be designed to provide meaningful interlined feeder connections to the nationwide intercity bus network. That is, the expansion feeder service schedules shall be timed to connect with schedules of nationwide intercity bus networks. The proposed stations and schedule information must be included in the approved nationwide intercity bus services database by the Service Provider. This can be done after the RFP selection process is complete.

Throughout the life of the project, the interlined expansion feeder services must continue to provide meaningful and complementary connections to one or more approved nationwide 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, as further, but not exhaustively, defined in Exhibit B.

Service Requirements

- Interested Service Providers must demonstrate previous experience with a public intercity bus route or comparable service and provide previous performance records, including performance records from contracts over the past five (5) years. The Service Provider is required to provide client references from the past five (5) years (which should include, at a minimum, three (3) references to confirm their service experience and quality) along

with a completed Client Reference Questionnaire for any such reference. If any such references are not available then an explanation of why such records are unavailable should be included in their stead. HAPCAP may check these and other references as necessary, advisable, and/or appropriate to make a determination of qualifications. HAPCAP should not be listed as a reference.

- Service Providers must provide a D-U-N-S Number for their business. A D-U-N-S Number may be obtained from the following website – <https://www.dnb.com/duns/get-a-duns.html>.
- Service must be timely 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 be able to accept tickets from multiple sources and sell tickets at stops for cash fares.
- Service Provider buses will carry passengers holding tickets between points served under the GoBus project.
- The Service Provider(s) may be required to utilize private carrier facilities or public-private agency facilities. All fees associated with these facilities will be negotiated separately from this contract. The facility fees will be paid from HAPCAP to Facility Owner, provided, however, that the payment of facility fees by HAPCAP is contingent upon funds being appropriated by ODOT and distributed to HAPCAP for that purpose. In the event that such funds are not distributed to HAPCAP, HAPCAP will have no obligation to pay the facility fees.
- An interline agreement with one or more approved nationwide 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 provided with the Proposal and in place prior to execution of a Contract with HAPCAP, and the interline agreements must be in place prior to the commencement of service.
- ODOT and HAPCAP will identify all stop locations and negotiate all stop agreements. The Service Provider will be consulted in this process to ensure buses can navigate these facilities and associated routing. They will prioritize stops with local transit connections, walkability, and access to indoor space with basic amenities.
- The Service Provider(s) will be required to provide wireless internet service which has consistent coverage in most of the areas on GoBus routes on the buses that are used regularly on the GoBus routes.
- HAPCAP will monitor on-time performance, as well as for consistency and reliability. The Service Provider's inability to meet a scheduled departure time or miss or skip

specific stops, or issues with the Service Provider's drivers checking tickets (resulting in passengers boarding incorrect, e.g.) constitutes an 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 or not providing access to their departure connections that is caused by the 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 nationwide intercity bus service. The Service Provider(s) shall be responsible for all claims for passenger baggage not checked through the nationwide 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 nationwide 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 nationwide 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) will 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 the GoBus 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. Service Provider(s) are

responsible for making reasonable accommodations to ensure riders are able to board the vehicle.

- 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 Provider'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 required to maintain a customer complaint procedure and all complaints and staff action taken in regard to each complaint shall be documented, saved, and provided to HAPCAP upon its request. The Service Provider(s) will be responsible for notifying HAPCAP of service complaints from passengers, the public, and/or other carriers, within twenty-four (24) hours of the complaint.
- 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. Service Provider(s) 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.
- The Service Provider(s) will follow any and all communication and protocol, including if there is to be any delay beyond twenty (20) minutes on any service or stop.
- The Service Provider(s) must provide timely and accurate fare box and service time and fee reporting, and, if needed, provide prompt and accurate customer refunds.
- The Service Provider(s)' Project Manager shall be available on a daily basis to provide responses to inquiries of HAPCAP on all matters.

Bus System Vehicles

HAPCAP expects the Service Provider to provide up to eight (8) coaches for the routes they are selected to operate, specifically HAPCAP expects the Service Provider to provide MCI J4500 fifty-six (56) passenger motor coaches (or something comparable) under a leasing arrangement for these expansion routes. The number of expected coaches for each route is listed in Section 1, Part A.

Service Providers must state in their Proposal whether or not they have the demonstrated capacity and ability to supply the necessary buses for the expansion routes of the GoBus project 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 all buses that service GoBus routes be

branded and wrapped as GoBus. In the case of pass-through routes, where the service provider continues service beyond the subsidized (GoBus) portion of the route, the buses must display some form of the GoBus brand while servicing the GoBus portion of the route. This requirement also applies in the case of vehicles leveraged during times of demand fluctuations.

HAPCAP will be responsible for providing the design for the wrap, will work with the Service Provider to procure the production and installation of the wrap. HAPCAP will be responsible for paying for the wraps. 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. No GoBus branded bus shall leave the state or travel outside of the normal GoBus service areas in Ohio without the prior written approval of HAPCAP. No GoBus branded bus shall be used for charter service for any reason.

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) may be requested to provide additional trips in accordance with the official schedules. Cost reimbursement for these additional trips will be negotiated in the operating agreement.

The Service Provider(s) will be required to provide wireless internet service with consistent coverage across the areas of the state in which GoBus travels on the buses that are used regularly on the GoBus routes.

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 Provider(s) will have wireless internet available to passengers as described above.

Each revenue vehicle and non-revenue vehicle utilized to perform under a 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 four (4) different ways – online through the GoBus website (ridegobus.com), a service provided by United Bus Technology (UBT); 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 across multiple digital platforms. This includes how they foresee selling tickets, controlling the number of tickets available for sale, and accounting for the number of tickets sold. This includes adding tickets for additional trips in some platforms and working with HAPCAP to add tickets in UBT.

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 the 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 project and the Service Provider(s) will be required to install these radios on each of the branded buses with HAPCAP's assistance in installation, training, and implementation.

Real-Time Information

HAPCAP will procure technology for real-time bus tracking. After that procurement is finalized, the Service Provider(s) will be expected to install hardware and/or software on the coaches providing GoBus service to allow for real-time bus tracking through the GoBus website and app.

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 Provider(s) shall describe how and where vehicles will be maintained, and any maintenance system or procedures that may be used.

Damage

All damages to vehicles utilized by the Service Provider(s) 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.

Personnel

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

Project Manager. The Service Provider(s) shall designate at least one (1) employee as the Project Manager who will serve as the liaison between the Service Provider and HAPCAP and who will 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 for ensuring that all functions of the various personnel, as outlined below, are carried out. It is HAPCAP's preference to have one hundred percent (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.
- All drivers must have a physical at the time of hire and have been offered vaccination for Hepatitis B. A copy of the valid signed statements for each shall be kept on file.
- 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 the five (5) years prior to employment in the safety sensitive position, must successfully pass an FBI criminal background check. No person posing a risk to consumers shall be permitted to participate in the GoBus project.

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

- Emergency Evacuation Procedures training to have been or to be completed within thirty (30) days of hire of each driver.
- 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, Interim 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 the 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 Service Provider(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 Provider(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 Provider(s) shall comply with all FTA National Transit Database reporting requirements.

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

The Service Provider(s) will be required to keep copies of all billings, payments, and checks received from any nationwide intercity bus service, passengers, and other ticket agencies, and to make these documents available to HAPCAP for review with three (3) days' notice. Travel agency tickets will be included in the Service Provider(s)' billings. HAPCAP will invoice ODOT Office of Transit, either monthly or quarterly per ODOT's prescribed frequency, for the amount due to Service Provider(s).

The Service Provider(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 \$2.00 per transaction. The service fee covers the cost of the online ticketing platform. The service fee is also built into the cash ticket prices. HAPCAP bills the Service Provider for the service fees collected with cash ticket sales on a quarterly basis. 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. The Service Provider(s) is responsible for any losses or thefts and shall be reported to HAPCAP within twenty-four (24) hours of any such incident of loss and/or theft.

HAPCAP retains the right to expand and consider alteration of the rate structure, with proper notification to 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.

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, 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 the Contract:

- Finalize service schedule, including all time points and submit to HAPCAP for written approval. Provide HAPCAP with schedules, route information, and a list of existing facilities that will be used (and if any out-of-state facilities will be used a reason for why those facilities will be used), at least sixty (60) days prior to beginning service
- Obtain FMCSA authorization to enter into interlining agreements with one or more nationwide 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 local transit agencies, Greyhound, Amtrak, and other identified Project Partners and Project Stakeholders to ensure passenger transfers and other coordination activities are possible, and make arrangements for access to John Glenn International Airport, the Dayton International Airport, and/or Cincinnati/Northern Kentucky International Airport.
- 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, wheelchair 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
- Service Provider(s) who intend on purchasing new vehicles to support the GoBus project 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 nationwide intercity bus service sponsored carrier in order to interline successfully with other carriers. As a sponsor, the nationwide 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 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 Proposal 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. The 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 most recent Master Agreement can be accessed at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>. This grant contract is available for examination by prospective Service Providers at HAPCAP office.

Invoicing and Payment

Service Provider shall submit properly documented invoices. Accounting Records by the 10th of the month, but not more than once a month. 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 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 HAPCAP, ODOT, 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

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.

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

All vehicles, brochures, and telephone directory advertisements must clearly state the name of the transit system and the funding sources.

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

Resolution of Disputes

HAPCAP and Service Provider shall use their best efforts to resolve any and all disputes or controversies arising out of or in connection with a 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 (3) arbitrators: one (1) appointed by HAPCAP, one (1) appointed by Service Provider, and the third appointed by the two (2) 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, Service Provider agrees to continue diligent performance under a Contract while the matters in dispute are being resolved at least until expiration of a 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 a Contract or enforcement or breach thereof.

Termination

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

- a. Termination for Convenience (General Provision). HAPCAP may terminate a Contract, in whole or in part, at any time by written notice to Service Provider when it is in HAPCAP's best

interest. If a 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 a Contract, or if Service Provider fails to comply with any other provisions of a Contract, HAPCAP may terminate a Contract for default. Termination shall be effected by serving a notice of termination to Service Provider that sets forth the manner in which the Service Provider is in default. Service Provider shall only be paid the contract price for services performed in accordance with the manner of performance set forth in a 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 the 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 the Service Provider fails to remedy to HAPCAP's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the Service Provider or written notice from HAPCAP setting forth the nature of said breach or default, HAPCAP shall have the right to terminate a Contract without any further obligation to the Service Provider. Any such termination for default shall not in any way preclude HAPCAP from pursuing all available remedies against the Service Provider and its sureties for said breach and/or default.

d. Waiver of Remedies for any Breach. If HAPCAP elects to waive its remedies for any breach by Service Provider of any covenant, term or condition of a 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 a 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 a Contract by notifying Service Provider in writing within thirty (30) days of 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.

In the event of any termination, HAPCAP may in its sole and absolute discretion, but is not obligated to, award the routes subject to the terminated Contract(s) to the other Service Provider(s).

Severability

In the event any provision of a 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 a Contract and each provision of a Contract will be and is deemed to be separate and severable from the other provisions.

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 a Contract.

Assignment Transfer

There shall be no assignment or transfer of interest or delegation of the Service Provider's rights, duties, or responsibilities under a Contract without the prior written approval 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 a Contract as it deems necessary provided that said changes remain within the Statement of Work as originally contemplated by this RFP.

Responsibility for Claims and Liability

The Service Provider shall be responsible for and save harmless HAPCAP, ODOT, 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.

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 a Contract or failure of any representation made to HAPCAP, ODOT, or FTA in connection with a Contract by the Service Provider to be true, and/or the inability of the Service Provider to fulfill its obligations through the balance of a 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 a Contract or to any benefit arising therefrom.

Restrictive Covenants

The Service Provider agrees that the Contract shall contain restrictive covenants, including covenants not to compete and not to solicit, to protect the GoBus project and stakeholders.

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 the GoBus project
- Project Narrative
- D-U-N-S 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
- Cost Narrative
- 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. The 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 and its stakeholders as determined by the evaluation criteria contained in this RFP.

In order to be considered, a Proposal must be received by HAPCAP by August 1, 2025 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 Submission Procedure listed below. An accompanying email to the GoBus Administrator, claudia.bashaw@hapcap.org, listing the documents submitted through the procedure is also required for Proposal receipt confirmation.

Electronic Submission Procedure

1. Go to ridegobus.com/rfp
2. **Fill out the "Intent to Submit Form" by July 1, 2025, to establish a file submission portal ahead of the Proposal Deadline**, whereby the Service Provider will be able to securely submit its responsive documents.
3. Once the submission portal is established the Service Provider will be able to upload its responsive documents. **PLEASE NOTE: Service Provider's name MUST appear in the title of each document submitted.**
4. 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; previous references from parallel types of services; a mission or vision statement for their current business; and a vision statement for the GoBus project.
- B. Service Providers must describe their 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 them 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.

- E. Service Providers must clearly identify which expansion route(s) they are bidding on.
- F. Service Providers must provide a description of the facilities they will use to store and maintain the buses in Ohio.
- G. Service Providers must list the location of their maintenance and operations facilities. They must also describe the functions at each location.
- 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 describe how daily dispatch functions will be executed, including the handling of emergency and unusual situations.
- K. 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.
- L. Service providers will describe in detail how and at what interval they will provide compliance and performance reporting.
- M. Service Providers must state in their Proposal what additional capacity they have beyond the up to eight (8) buses required for the GoBus project. If awarded one or more routes, the service providers should detail the additional assets and drivers that could be made available to accommodate changes in demand identified by HAPCAP or ODOT. This information should outline the provider's ability to scale resources up or down as needed to maintain the required level of service.

Section C: Service Provider Qualifications and Reference Form

(Note: The Service Provider authorizes 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 Provider(s) 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 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 per mile/mileage-reimbursement basis. An Excel document with editable Cost Proposal worksheets is provided in this Application Package. This Excel document includes areas to calculate the required Proposal.

Cost Proposals should be submitted inclusive of the total cost to operate for the 30-month term, but the cost worksheet is setup to calculate cost per mile for one year. Service Providers should submit one (1) Cost Proposal per route.

Service Providers are to submit one (1) original of the Cost Proposal Summaries via the procedure described above in Section B: Submission Information & Requirements.

Part I – Mileage Reimbursement Contract

Using the Cost Proposal Summary Excel worksheets provided with this Application, fill in the costs per category section on each route tab for which you are bidding. This Cost Proposal must establish a total cost per mile driven for the purpose of 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 unusual 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.

The Service Provider will not retain any service fees or fares. The cost per mile should not reflect any fare revenue. All fare revenue collected by the Service Provider will be deducted from the gross costs in the invoices. The Service Provider will provide detailed fare revenue records to HAPCAP with their invoice to include: fares by stop, by route, by day of the week, and month.

PART II: EVALUATION CRITERIA

Evaluation Team

The Evaluation Team, consisting of HAPCAP and ODOT, will make all decisions regarding the evaluations, determination of responsible Service Providers. The Evaluation Team may elect to award one (1) 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 Evaluation Team'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 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, HAPCAP members may not disclose information from one Service Provider to another Service Provider. Once a Contract is executed by a Service Provider, all information provided by the 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 (1) or more Service Providers who are, in 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 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 in any particular order of importance. Any Proposal that the Evaluation Team finds does not meet these requirements, and cannot be made to meet these requirements, may be determined by the Evaluation Team to be unqualified and its Proposal rejected. The requirements are as follows:

- A. Demonstration of a clear and concise understanding of the scope of services being requested in the Statement of Work and an ability to achieve the objectives set forth in

the Statement of Work including maintaining the routes, bus preventative maintenance and regular inspections, coordination with partner agencies and other Service Provider(s), and quality customer service.

- B. 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 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.
- C. 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(s).
 - b. Access to adequate facilities for the storage and maintenance of the buses.
- D. Evidence of satisfactory performance and experience sufficient to perform the Contract(s) as specified in the Statement of Work in operating a public intercity bus route or comparable service. Evidence shall be the Service Provider's experience with projects of comparable size and scope and client references.

Evaluation Criteria

The following criteria will be utilized to evaluate Proposals.

- 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, including performance records from contracts over the past five (5) years. Client references from the past five (5) years and a completed Client Reference Questionnaire for any such reference and if any such references are not available then an explanation of why such records are unavailable.
 - b. **Human and Physical Resources.** The number of staff with skills, experience, knowledge, requirements, and equipment to fulfill the Contract, including, without limitation, an adequate number of drivers to handle the passengers who wish to use the service. Access to facilities for the storage and maintenance of the buses and a description and the address thereof, and the type of equipment available at such facilities.
 - 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, such plan to include a description of their cash handling policies and procedures and customer complaint procedures.
 - b. **Understanding.** Service Provider has demonstrated a thorough understanding of the Statement of Work and their role and responsibilities.
- C. **Cost Proposal (20 Points).** The cost per mile for the route for the 30 month period of time will be used to determine scores for cost and the cost narrative will be assessed for methodology, thoughtfulness, and financial data rooted in reality.
- 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 by specifically addressing how they will meet the requirements laid out in the Part I, Section H: Statement of Work and Part II, Section B: Submission Information and Requirements of this RFP. The scores for category E will be assigned according to the following:

| | |
|-----------|--|
| 10 | Exceptional. Fully compliant with RFP requirements and requested offerings and with desirable strengths or betterments; no errors, or risks, or weaknesses or omissions. |
| 8 | Good. Compliant with RFP requirements and requested offerings; some minor errors, or risks, or weaknesses or omissions. |
| 6 | Adequate. Minimally compliant with RFP requirements and requested offerings; errors, or risks, or weaknesses or omissions; possible to correct and make acceptable. |
| 3 | Poor. Non-compliant with RFP 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 RFP requirements; not correctable. |

The tables below are the scoresheets HAPCAP, in consultation with ODOT, will use in the evaluation. Consistent with the language above, there are defined scores for each category and there are weights for each category. HAPCAP and ODOT will enter technical scores for each category and the sheet will calculate the total score based on the weight of the category. The cost category weight is divided between lowest price and quality of the cost submission. The quality is directly tied to the cost narrative.

| Raw Technical Score | | | | | | |
|-----------------------|--|-------------|------|----------|------|--------------|
| | | Exceptional | Good | Adequate | Poor | Insufficient |
| Category | | 10 | 8 | 6 | 3 | 0 |
| Qualifications | | | | | | |
| Technical Proposal | | | | | | |
| Compliance | | | | | | |
| Proposal Presentation | | | | | | |

| Total Technical Score | | | | | | |
|------------------------------|--------|-------------|------|----------|------|--------------|
| | | Exceptional | Good | Adequate | Poor | Insufficient |
| Category | Weight | 10 | 8 | 6 | 3 | 0 |
| Qualifications | 35 | 0 | 0 | 0 | 0 | 0 |
| Technical Proposal | 25 | 0 | 0 | 0 | 0 | 0 |
| Compliance | 10 | 0 | 0 | 0 | 0 | 0 |
| Proposal Presentation | 10 | 0 | 0 | 0 | 0 | 0 |
| Subtotal | | 0 | 0 | 0 | 0 | 0 |
| Total Technical Score | | | | | | 0 |

| Cost Score | | | | | | |
|-------------------------|---------------|--------------|------------------|------------------|------------------|------------------|
| | | Lowest price | 2nd lowest price | 3rd lowest price | 4th lowest price | 5th lowest price |
| Category | Weight | 10 | 8 | 6 | 3 | 0 |
| Cost Proposal (\$) | 16 | | | | | |
| | | Exceptional | Good | Adequate | Poor | Insufficient |
| Category | Weight | 10 | 8 | 6 | 3 | 0 |
| Cost Proposal (Quality) | 4 | | | | | |
| Subtotal | | 0 | 0 | 0 | 0 | 0 |
| Total Cost Score | | | | | | 0 |

| | |
|--------------------|----------|
| Total Score | 0 |
|--------------------|----------|

The vendor with the highest score for each route will be awarded a contract for that route.

PART IV: REQUIRED CONTRACT CLAUSES AND CERTIFICATIONS

Section A: U.S. Government Required Clauses

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(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 forty 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 forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the 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 and 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 paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, “49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., 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, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Complies with federal debarment and suspension requirements; and

(2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the

FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the 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 the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, 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 Agency.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1.U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2.Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3.Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to 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 make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote 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. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor 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 Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or

recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the

contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the 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 the Contractor, the Agency, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the 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 Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the 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 the Contractor fails to comply with any other provisions of this contract, the Agency may

terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

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

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

Termination for Default (Construction)

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

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports,

estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

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

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

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

Termination for Convenience or Default (Cost-Type Contracts)

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

If the termination is for the convenience of Agency, the 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 Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, 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 a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative 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 State in which the Agency is located.

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 Agency 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.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

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: SERVICE COMPLIANCE REQUIREMENTS

Compliance Requirements

The Service Provider(s) 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 Provider(s) will be connecting with an interstate carrier, the Service Provider(s) will fall under FMCSA authority and will be assigned a U.S. Department of Transportation (USDOT) number designating interstate authority.
- The approved nationwide intercity bus service must be able to help the Service Provider(s) 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 Provider(s) has secured FMCSA operating authority, a nationwide intercity bus service, approved by ODOT, can sponsor the Service Provider(s) in applying for “transit sponsored” NBTA membership.
- As a sponsor, the approved nationwide 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 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(s) 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(s) 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, Greyhound, and their officers, officials, agents, and employees, as additional insureds.

Operating and Terminal Access Agreements

The Service Provider(s) 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 Provider(s) must be able to provide quotes for the approved intercity nationwide bus service and fares; the approved intercity national bus service provides quotes for operator's service and fares.
- The approved intercity nationwide 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 Provider(s) can become an agent and sell the approved intercity nationwide 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 nationwide 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 nationwide bus service includes local feeder service fare and schedule information in TRIPS for nationwide quotations.
- Once included in TRIPS, generic the approved intercity nationwide 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 and Other Agreements

- The approved intercity nationwide 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.

DBE

- DBEs fall under the Federal Compliance category of Civil Rights
- The DOT's 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.