

**SALEM AREA MASS TRANSIT DISTRICT (SAMTD)
REQUEST FOR PROPOSAL (RFP)
FOR
CARTS SERVICES
(Chemeketa Area Regional Transportation Service)
RFP# 2011.01**

Salem Area Mass Transit District
925 Commercial Street SE, Suite 100
Phone: 503-588-2424
FAX: 503-588-7942

Release Date: January 31, 2011

Mandatory Pre-Proposal Meeting: February 14, 2011

Requests for changes/clarification: February 24, 2011

Closing: March 7, 2011 Time: **3:00 p.m. PST**

SAMTD is requesting proposals from qualified firms and/or individuals interested in providing the Chemeketa Area Regional Transportation Service (CARTS), a program that provides access to public transportation throughout rural areas of Marion and Polk Counties. Service must be available and be advertised to the general public, with an effort to reach out to seniors and people with disabilities. SAMTD will enter into a five-year contract beginning May 15, 2011 to include annual options to renew within the five-year period.

All inquiries should be directed to Doreen Blomé, Contract Specialist via e-mail at blomed@cherriots.org.

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REQUIRED SUBMITTAL FORMS:

ATTACHMENT I	DBE CERTIFICATION
ATTACHMENT II	DEBARMENT, SUSPENSION CERTIFICATION
ATTACHMENT III	NON-COLLUSION AFFADAVIT
ATTACHMENT IV	LOBBYING CERTIFICATION
ATTACHMENT V	DRUG & ALCOHOL TEST POLICY CERTIFICATION
ATTACHMENT VI	PROPOSED BUDGET FORM – (FY 2011-12)

INFORMATION ONLY:

ATTACHMENT VII	SAMPLE CONTRACT
ATTACHMENT VIII	CARTS FLEET INVENTORY
ATTACHMENT IX	SAMPLE REPORT FORMS

Contractor Name/Address:

FEDERAL ID#: _____

SECTION I – REQUEST FOR PROPOSAL & REQUIREMENTS:

1.1. DATE, TIME AND PLACE FOR DELIVERY OF PROPOSALS

Proposals must be received at SAMTD prior to closing date and time; no later than **March 7, 2011 at 3:00 PM, P.S.T.**, addressed to:

**Salem Area Mass Transit District
925 Commercial Street SE, Suite 100,
Salem, Oregon 97302**

Each proposal should be clearly marked with the name of the provider, the RFP title (CARTS SERVICES RFP# 2011.01), and the words "Proposal". All proposals received by closing date and time will be opened and recorded. Proposals received after the designated closing date and time will not be considered.

1.2. NAME AND TITLE OF PERSON DESIGNATED TO RECEIVE PROPOSALS

Doreen Blomé, Contract Specialist

1.3. DESCRIPTION OF PROCUREMENT; REVIEW OF SOLICITATION DOCUMENTS

See Section II and Section III for a description of the scope of this procurement. Solicitation documents may be reviewed at the following office:

**Salem Area Mass Transit District
925 Commercial Street SE, Suite 100,
Salem, Oregon 97302**

1.4. MANDATORY PRE-PROPOSAL CONFERENCE:

A mandatory pre-proposal conference will be conducted by the project management team on **Monday, February 14, 2011 at 10:00 AM** local time. The meeting will be informational and address questions from prospective proposers. All prospective vendors must have a representative present at the pre-proposal conference in order to have their proposal considered.

Meeting location is:

**Salem Area Mass Transit District
Del Webb Conference Room
3140 Del Webb Avenue NE
Salem, Oregon 97303**

IMPORTANT: Please note the address for delivery of the proposal is different than the address location for the mandatory pre-proposal conference.

All inquiries should be directed to Doreen Blomé, Contract Specialist via e-mail at blomed@cherriots.org.

SAMTD reserves the right to extend the closing by written addenda.

Proposers shall promptly notify the SAMTD Contract Specialist of any ambiguity, inconsistency, or error, which they discover upon examination of the contract documents.

1.5. TIME, DATE AND PLACE FOR PREQUALIFICATION APPLICATIONS

Not applicable.

1.6. DATE, TIME AND PLACE OF OPENING

Proposals will be opened by SAMTD at **925 Commercial Street SE, Suite 100, Salem, Oregon 97302 on March 7, 2011 at 3:30 PM, P.S.T.**

SAMTD reserves the right to extend the date and time of opening and modify the place of opening by written notice to Proposers.

1.7. RESERVATION OF RIGHT TO CANCEL PROCUREMENT OR REJECT PROPOSALS; INFORMALITIES

SAMTD reserves the right, in its sole discretion, to cancel this procurement or to reject any or all Proposals. SAMTD reserves the right to waive informalities.

1.8. ADDENDA

SAMTD reserves the right to change this procurement by written addenda. Notice of addenda will be sent to all Proposers who attend the pre-proposal conference and provide contact information. Addenda will be provided within a reasonable time, not less than 72 hours (except for countervailing public interest) prior to closing to allow Proposers to consider the addenda. Addenda making a modification of the evaluation criteria shall be issued no fewer than 5 days prior to closing.

Proposers may submit a written request for change or a protest by the close of business the next day after issuance of an addendum or until close of the protest period, whichever is later.

1.9. FORM OF PROPOSALS AND INSTRUCTIONS FOR PROPOSERS

One (1) original - clearly marked as "ORIGINAL" - and seven (7) copies of proposals, each of which must include all RFP documents contained in this packet.

By submitting a proposal, Proposer certifies that the Proposer has not discriminated and will not discriminate, in violation of ORS279A.110(1), against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining a required

subcontract.

By submitting a proposal, Proposer certifies that the Proposer certifies, under penalty of perjury, that the Proposer is, to the best of the Proposer's knowledge, not in violation of any tax laws described in ORS 305.380 (4).

Proposals shall provide a detailed and clear description of the qualifications to satisfy the requirements of the RFP. Proposers are cautioned not to minimize the importance of an adequate response in any area.

Submission of technical literature, display charts, or other supplemental materials is at the discretion of the Proposer.

Proposals shall be organized, information submitted and questions answered in order of corresponding numbered items below.

PART I - Qualifications of the Proposer and Staff

Provide an introduction of the Proposer, and all staff who may be providing services under this contract by responding to Items 1 through 4 below. A primary contact person for solicitation purposes with phone number, e-mail address and fax number must be included.

A. Qualifications of the Proposer

Proposer shall provide its qualifications, history, experience and past performance relevant to the CARTS Program service needs, including a description of the direct experience which is similar in nature, scope and complexity to that required by this contract. Report any other names the business may have held over the past ten years. Company resumes are acceptable, as long as all information requested is provided.

B. References

Proposer shall provide, at a minimum, five references for work similar in nature, scope and complexity to that required by this contract. References in a broad base of transportation services will be accepted as "similar types of work" for this RFP. Reference information should include company/individual, addresses, telephone and fax numbers, e-mail addresses and primary contact for reference information.

C. Qualifications of Staff and Staffing Plan

Proposer shall provide a staffing and organizational plan, which shall identify the program manager(s) and other key personnel who will be assigned to the work under this contract. This section shall also contain the direct qualifications, experience and training of each key individual or group of individuals. Resumes shall be submitted for managers, supervisors and key personnel. Resumes must be complete and concise and must include education, training, degrees and certificates earned. Resumes should

also provide experience directly relevant to the work to be performed under this contract.

Present a detailed plan to provide and maintain adequate staffing levels to provide the services and schedules outlined in the RFP, including supervisory, full time and/or part time staff.

D. Financial Information

Proposers are required to submit adequate documentation to give the evaluation team a clear picture of the individual or company responding to the RFP. SAMTD retains the sole right to judge the financial qualifications and overall financial condition of the proposer based on the documents submitted. Any dispute involving the disagreement of a proposer with the judgment of SAMTD shall not be grounds for a protest.

Proposal must include:

- Executive summary of the individual/company financial status
- Audited/reviewed financial statements issued by an independent CPA firm using GAAS and GAAP standards for the Proposer's two most recently ended fiscal years.
- Full budget showing all costs for providing proposed service. See Section III, Paragraphs 2 and 3, below, for more information relating to budgeting.
- Budget must include enough detailed information to adequately determine the proposed full costs of operations, including all costs of overhead and profit and any cost sharing/allocations to/from non-SAMTD programs.
- If multiple programs are being operated, an annual cost allocation plan is required.
- Proposed levels of service per year (number of revenue hours).

PART II – General Objectives and Work Plan

Provide a detailed plan and overview of how the objectives and scope of work described in Sections III and IV will be achieved by responding to Items 1 through 6 below. How will these responsibilities and requirements be managed.

A. Transition Plan

Proposals should include a detailed transition plan for both contract start and contract end. Present a written, detailed plan identifying the steps for an efficient transition as a new contractor and an efficient transition at the end of the contract period when a new contractor may take over services you have provided.

B. Operations Facility and Satellite Parking Facilities

Present a plan to obtain an acceptable operations facility and adequate satellite parking locations (how many) within 30 to 60 days of award of contract or sooner if necessary.

C. Vehicle Standards

Present a plan to maintain vehicle standards, timely maintenance and/or repair and a high level of safety for the CARTS Service program fleet.

D. Performance Standards

Describe your quality control and assurance program and what measures you will take to ensure consistently high levels of performance and quality customer service

E. Administration of Contract

Describe what methods of record and document management you have in place to assure that all reporting requirements of this contract will be met in an accurate and timely manner. This includes but is not limited to financial and budget records, personnel and wage records, vehicle inspection, accident and maintenance records, and others.

1.10. EVALUATION PROCEDURE AND CRITERIA

1. An Evaluation Committee will be appointed to score and rank proposals. Only those proposals determined by the committee to be responsive and from responsible proposers will be considered for award. The committee will determine responsibility of proposers in accordance with ORS 279B.110. The committee will determine which proposals are responsive by using the evaluation criteria set forth below.
 2. The committee shall evaluate and score proposals, and select those Proposers who demonstrate the experience and ability to provide the highest level and quality of service within the proposed budget. Each proposal shall be evaluated and scored according to the criteria below. The sum total points scored will be considered in determining the finalists. The committee shall conduct interviews with the finalist(s) before making a selection for recommendation to award contract.
 3. An award determination will be made based upon the proposal(s) most favorable to SAMTD. The committee reserves the right to perform or have performed a cost analysis of the apparent successful proposal(s) before determining to proceed with a recommendation for award.
 4. SAMTD reserves the right to make changes to the RFP during discussions/negotiations. Any changes to the RFP shall be distributed to all Proposers remaining as finalists at the time the change is made.
 5. SAMTD reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work. SAMTD reserves the right to visit sites where work of a similar nature has been performed by the Proposer and/or visit the Proposer's work facility during the evaluation period.
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6. SAMTD General Manager shall have full authority over SAMTD source selection and decision to award, subject to applicable Board policy.

7. Selection will be made by a letter to all proposers identifying the apparent winner, followed by a letter of intent to contract subject to Board approval. Contractor selected will enter into a contract with SAMTD.

8. In determining the most responsive proposers, SAMTD reserves the right to take into consideration any or all information supplied by the proposers or obtained by SAMTD in its investigation into the experience and qualification of the proposers.

9. Proposals will be scored in accordance with the following table:

EVALUATION CRITERIA	POINT VALUE
Part I	
Qualification of the Proposer	
References	
Qualifications of Staff & Staffing Plan	
Financial Information including FY 2011-12 Proposed Budget (Budget to include # of hours of service to be provided)	
Part II	
Transition Plans – At Entry and Exit	
Operations Facility and Satellite Parking Location Plan	
Vehicle Standards Plan	
Performance Standards Plan	
Administration of Contract – Records and Reporting Plan	
TOTAL POINTS	100

10. Relative Importance

The numerical, percentage or weighting of each factor is not disclosed, but the relative importance of each factor is ranked in the following order, from most important to less important:

- 1) Financial Information including FY 2011-12 Proposed Budget & Service Levels
- 2) Qualifications of Proposer
- 3) Performance Standards Plan
- 4) Administration of Contract – Records and Reporting Plan
- 5) Qualifications of Staff and Staffing Plan
- 6) Transition Plans – At Entry and Exit
- 7) Vehicle Standards Plan
- 8) Operations Facility and Satellite Parking Location Plan
- 9) References

1.11. PROTEST PROCEDURE

Proposers or third parties who can demonstrate a substantial economic interest may protest the decision regarding (1) a provision of the Request for Proposals or (2) contract award. All communication concerning a protest shall be in writing, and will be open for public inspection. A copy of the complete protest policy may be obtained by contacting SAMTD.

SECTION II – GENERAL OBJECTIVES:

SAMTD is seeking a proven highly qualified firm or individuals to provide the Chemeketa Area Regional Transportation Service (CARTS). SAMTD will enter into a five-year contract, with annual options to renew for one-year term extensions upon mutual consent of both parties.

The successful proposer will be required to meet the following objectives under the direction of SAMTD as outlined in detail in Section III – SCOPE OF WORK AND SPECIFICATIONS

1. Implementation of a plan for an efficient transition of service
 2. Maintenance of adequate staffing levels to provide the defined level of service
 3. Acquisition and maintenance of an acceptable operations facility
 4. Compliance with vehicle maintenance requirements
 5. Performance standards maximizing customer service and productivity
 6. Administration of contract
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SECTION III – DESCRIPTION OF SERVICES:

3.1. PROGRAM

CARTS provides public transportation that connects communities in rural Marion and Polk Counties with each other and with Salem Oregon, using deviated fixed routes and demand-response service.

CARTS provided 119,298 one way trips in FY 2009-10. The service was provided using 9 vehicles that traveled 309,204 revenue miles, during 15,869 revenue hours. CARTS provided 128,252 one way trips in FY 2008-09. The service was provided using ten vehicles that traveled 328,621 revenue miles, during 16,767 revenue hours.

The number of trips, revenue hours and revenue miles are estimates only. SAMTD does not guarantee that the number of one way trips, revenue hours or revenue miles will surpass or equal the amount specified above. SAMTD is not obligated to purchase services of the type covered by this contract exclusively from Contractor.

The services provided by Contractor consist of the following (the “Service” or “Services”):

CARTS - 5 Deviated Fixed Routes:

Route 10 travels between Woodburn and Salem with stops at Chemeketa Community College, Brooks and Gervais. There are four outbound and four inbound routes per day.

Route 20 travels between Silverton and Salem. It also goes to Mt Angel during the first inbound route of the day and the last outbound route of the day. There are four outbound and four inbound routes per day.

Route 30 serves south Marion County. It travels down the Santiam Canyon and serves Turner, Aumsville, Sublimity, Stayton, Mehama, Lyons, Mill City and Gates. There are three outbound and three inbound routes per day.

Route 40 serves Polk County. It travels between Dallas, Monmouth, Independence and Salem. There are six outbound and five inbound routes per day.

Route 50 is an express route between Salem and Dallas. It has two outbound and two inbound routes a day. The bus also stops in Rickreall upon request.

CARTS – 2 Curb-to-Curb Flex Routes:

Route 25 travels between Mt. Angel, Silverton and Woodburn. The bus spends fifteen to twenty minutes in each city picking up riders who called in a reservation at least 24 hours in advance. The bus then travels to the next city. The bus does not come into Salem

Route 45 travels between Dallas, Independence and Monmouth. The bus spends fifteen to twenty minutes in each city picking up riders who called in a reservation at least 24 hours in advance. The bus then travels to the next city. The bus also stops in Rickreall upon request. The bus does not come into Salem.

CARTS – 1 Curb-to-Curb Dial-a-Ride Route:

Serving the communities of Turner, Aumsville, Sublimity and Stayton. Riders call in a reservation at least 24 hours in advance and the route for any given day is built around those reservations. The bus does not come into Salem.

3.2. FUNDING

The CARTS program is subject to and dependent upon multiple grant funded revenue sources. Historically, the program has experienced a 20-25% increase or decrease in grant funding each year.

It is estimated that the total maximum annual allocation of state and federal funding for the FY 2011-12 program will be \$800,000, with additional revenue of approximately \$110,000 in fares.

3.3. BUDGET

The Proposer must be able to present a total budget of no more than **\$910,000** showing revenue source amounts shown above and line-item expenses. In-kind contributions must be reflected both as revenue and as an expense on the annual budget with supporting documentation that justifies the hourly or unit figures used.

SECTION IV – SCOPE OF WORK, SPECIFICATIONS, TERMS AND CONDITIONS:

A. GENERAL

The Contractor shall provide the Services to the highest standards prevalent in the industry.

4.1. SERVICE AREA

The Contractor will provide Services within the service area. The service area includes Marion and Polk Counties, outside the Salem-Keizer urban growth boundary, with limited stops for transfers within the Salem-Keizer urban growth boundary. The deviated fixed routes travel between the communities served and the transit mall in Salem. The demand response routes remain in the region each serves.

4.2. DAYS AND HOURS OF SERVICE

Service is provided Monday through Friday from 6:00 a.m. to 6:30 p.m., except on designated holidays (actual times may vary slightly by route). Deviated fixed route Service is provided twelve to thirteen hours per day. Flex route, dial-a-ride and tripper Service times vary.

Current designated holidays: New Year's Eve, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas Day.

Designated holidays effective July 1, 2011: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, the day after Thanksgiving and Christmas Day.

Days and hours of Service and designated holidays are subject to change.

4.3. FARE POLICY

SAMTD will set fares and methods of fare payment. SAMTD may choose to alter fares during the course of the contract. Contractor will be required to purchase all tickets/passes from SAMTD for sale to passengers. The dollar value of tickets provided to Contractor monthly will be deducted from the dollar amount paid to Contractor by SAMTD for services provided for the month. Contractor will be required to maintain existing vendor locations where tickets are purchased and add, eliminate or change vendor locations where tickets may be purchased in the future at the direction of SAMTD.

CARTS Fares:

- | | |
|----------------------------|-------------------------|
| • Adult (18-59) | \$2.00 per one-way trip |
| • Youth (6-18) | \$1.25 per one-way trip |
| • Senior (60+) | \$1.25 per one-way trip |
| • Person with a disability | \$1.25 per one-way trip |
| • Children under six | \$0.00 per one-way trip |
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Day passes, monthly passes and 10 ticket books are also available. All fares are subject to change and all changes are subject to SAMTD approval.

4.4. PASSENGER ASSISTANCE

Contractor is required to use the highest degree of safety in the operation of equipment and assistance of riders. Contractor shall prohibit drivers from physically lifting passengers from scooters to seats, and lifting wheelchairs/scooters into vehicles. Contractor shall comply with all ADA laws regarding passenger assistance and safety.

4.5. RESERVATION CALL-IN REQUIREMENTS

SAMTD, in cooperation with call center contractor who works on behalf of SAMTD, will take advanced call reservation requests for CARTS demand response Services. Demand response Services must be scheduled at least 24-hours in advance and up to 14 days in advance.

4.6. SCHEDULING REQUIREMENTS

Contractor is required to schedule demand response trips and record actual and scheduled pick-up times, drop-off times, trip origins and destinations, on the driver manifest.

4.7. PUBLIC COMMENT CONTACTS

Contractor is required to respond to all public comments. SAMTD must be notified within 24 hours if Contractor receives a complaint. Upon notification of a complaint, SAMTD will forward a Customer Comment Report to the Contractor. Within five (5) days after its receipt of a Customer Comment Report Contractor shall respond to all rider(s) comments and return the Customer Comment Report to SAMTD with a narrative description of the corrective action that was taken to prevent recurrence of the problem.

4.8. LATE CANCELLATIONS AND NO-SHOWS

A late cancellation is defined as any program participant who cancels a scheduled trip less than 60-minutes from scheduled pick-up.

A no-show is defined as any rider who fails to cancel a scheduled pick-up with Contractor:

- Any rider who is not at the designated point of pick-up;
 - Any rider who is not ready to travel from the designated pick-up;
 - Rider cancels a trip less than 60 minutes from the scheduled pick-up time;
 - Driver is told at the point of pick-up that the rider is not going.
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4.9. INCLEMENT WEATHER POLICY

Contractor shall provide Services during periods of snow and other adverse travel conditions, implementing and following the SAMTD plan and procedures to ensure safe transportation for CARTS customers.

During periods of inclement weather CONTRACTORS shall:

- Provide adequate operator staff,
- Provide sufficient transportation management and support staff on-site to assist operators,
- Apply tire chains to vehicles when necessary
- Adjust vehicle operating guidelines to accommodate hazardous road and weather conditions, and
- Provide standby operators per SAMTD authorization

SAMTD may choose to permit CONTRACTOR to operate the Services or portions of the Services at reduced or modified levels of service when conditions make road travel hazardous. SAMTD will notify Contractor of any permitted reduction or modification of levels of service due to inclement weather. SAMTD will provide (1) one set of chains per vehicle upon delivery of vehicles to Contractor at commencement of this contract. Contractor is responsible for the cost of replacement or repair of same thereafter; Contractor is required to maintain (1) set of operable chains on each vehicle at all times.

4.10. SMOKING/EATING/DRINKING/BEHAVIOR

No eating on buses is allowed. Drinks are only allowed in hard-sided containers with lids. Smoking on buses or within 10 feet of the bus is not allowed.

4.11. UNIFORMS

Contractor will provide uniforms to all drivers at Contractor's expense. Drivers will be required to wear uniforms while performing their duties. All uniforms used for the CARTS program must be reviewed and approved by SAMTD.

Contractor will select uniform design, consisting of a shirt/blouse, uniform long pants or uniform short pants, and a lightweight jacket of a uniform design and color.

Contractor is responsible for monitoring and enforcing uniform standards and appearance in accordance with the contract. SAMTD reserves the right to modify the uniform standard at any time.

Contractor shall submit a dress code policy to SAMTD for approval. Drivers are expected to maintain a professional standard of appearance. SAMTD reserves the right to add additional requirements to the dress code policy.

Contractor shall ensure that drivers prominently display a photo identification card, in clear view, on their person, at all times while performing CARTS service.

4.12. VEHICLE STANDARDS

SAMTD owned vehicles will be leased to the Contractor for the sole purpose of providing the Services. Use of SAMTD owned vehicles for charter transportation, except under conditions allowed by program purpose as determined by SAMTD, is not allowed.

SAMTD will provide all vehicles as needed for the required Service. The vehicles provided will be sufficient to provide the base Services as outlined.

Contractor will house and make all SAMTD owned vehicles ready for operation including daily pre and post safety inspections. Contractor will deliver to and pick up from the SAMTD maintenance facility, all SAMTD vehicles requiring preventative maintenance, major mechanical repairs and any other maintenance issues as needed.

SAMTD will supply all fuel used by SAMTD owned vehicles and fuel purchasing cards.

All vehicles require State of Oregon DMV title or vehicle registration documentation. SAMTD shall be responsible for obtaining registration and vehicle licenses for all SAMTD owned vehicles.

All vehicles and equipment provided by SAMTD must be identified as SAMTD equipment and will be returned to SAMTD following the contract period.

Contractor is restricted from placing exterior or interior advertising on SAMTD owned vehicles and from distributing advertising to passengers. SAMTD may sell advertising on bus interiors and exteriors at anytime during the term of this contract. The display of any trade names, service marks or trademarks on or in SAMTD vehicles must be approved by SAMTD in advance. The mark "CARTS Connecting Communities" and all goodwill associated therewith are owned by SAMTD. Contractor agrees that it shall not contest the validity of the mark or SAMTD rights to the mark. Contractor use of the mark shall be subject to the control and prior approval of SAMTD and cannot be used in any way without pre-approval.

Contractor shall provide and maintain the following emergency equipment for each vehicle used for the Services:

- First-Aid kit
- Fire Extinguisher
- Flash light
- Reflectors
- Blood borne pathogen kit
- Seat belt cutter

B. Contractor RESPONSIBILITIES:

Contractor shall provide all personnel, supplies, and services needed to efficiently implement and successfully manage the Services including but not limited to road supervision, program and operations management, vehicle operators and staff training.

4.13. STAFFING REQUIREMENTS:

a. Administration:

Contractor shall comply with all federal, state and local employment regulations.

Contractor shall have adequate supervisory staff available to respond in person to any emergency during or after the operational hours of service. Contractor is solely responsible for the provision of and satisfactory work performance of all employees as described by contract or any reasonable performance standard established by SAMTD, and shall be solely responsible for payment of all employees' wages and benefits.

Contractor shall work cooperatively with SAMTD to assure quality of the Services and contract compliance, to provide operational and financial data, to assist with service planning and policy development, to respond to complaints and comments from customers and to respond to specific requests for assistance as may be required.

b. Operators:

All bus operators shall be qualified under applicable State and Federal statutes and regulations and local ordinances to operate the equipment utilized for providing Services. Contractor shall comply with all applicable resolutions of SAMTD adopted pursuant to ORS 267.237 and any other resolutions applicable to the Services.

4.14. TRANSITION AT ONSET OF SERVICE

Contractor will facilitate an efficient transition of service, which will entail working cooperatively with SAMTD and the outgoing contractor at the beginning of the contract period and, similarly, with SAMTD and the incoming contractor at the end of the contract period. A transition schedule will be established detailing a list of critical tasks, deadline for their completion and person(s) responsible for each.

Contractor will ensure that, at all times during the term of this contract:

- Operations facility has been obtained and is functional;
 - Satellite parking locations for vehicles are established, secured and maintained;
 - Vehicle operators and other personnel needed are employed and fully trained (including full understanding of the contract services to be provided)
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4.15. FACILITY

a. Operations

Contractor shall establish an operations facility within a five (5) mile radius of the SAMTD maintenance facility located at 3170 Del Webb Avenue NE, Salem, Oregon. This facility must have adequate, secured parking for personnel and SAMTD owned vehicles. SAMTD must approve the facility and have reasonable entry and access to SAMTD assets.

Contractor shall include in any facilities lease it enters into for purposes of fulfillment of this contract, a provision allowing assignment of the remaining term of the lease to SAMTD upon termination of this contract and the further right of SAMTD to thereafter either assign or sublease the facility to another Contractor with which it has contracted for similar service.

SAMTD staff and vendors should have access to the facility at least 45 days prior to the start of the contract. Any facilities lease shall be for a term ending no sooner than the day following the expiration of the initial term of the contract and shall provide for option year extensions thereafter.

b. Satellite Parking Locations

Contractor shall establish satellite parking locations. The parking locations must have adequate, secured parking for personnel and SAMTD owned vehicles. SAMTD must approve the satellite parking locations and facilities.

Contractor shall include in any parking facilities lease it enters into for purposes of fulfillment of this contract, a provision allowing assignment of the remaining term of the lease to SAMTD upon termination of this contract and the further right of SAMTD to thereafter either assign or sublease the parking facility to another Contractor with which it has contracted for similar service.

4.16. FACILITY REQUIREMENTS

Contractor shall provide an operations facility which is located in an area zoned for the required operations, and is responsible for:

- a. Secured parking lots in which all SAMTD provided vehicles may be stored when not in service;
 - b. Area designed to ensure the efficient staging of SAMTD vehicles;
 - c. Disposal of any hazardous waste generated by its operation in compliance with all local, state and federal law;
 - d. Compliance with E.P.A. storm water runoff regulations and permits;
 - e. Compliance with any other Federal, state, or local safety, hazardous waste and environmental regulations.
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- f. SAMTD staff access to all areas where SAMTD provided equipment and vehicles are housed 24 hours a day, 7 days a week

4.17. VEHICLE MAINTENANCE REQUIREMENTS

a. Daily Inspection

Contractor shall provide, for SAMTD's approval, a detailed pre trip inspection procedure and checklist. Contractor shall ensure that the pre-trip inspection procedure is followed and checklist completed. Each driver shall complete a daily written pre-operational inspection on all revenue vehicles and said vehicles must pass inspection prior to departure from operations facility or satellite parking locations. If there are any defects noted, the driver must note such on the pre-trip inspection checklist. If no defects are noted, the driver must sign the pre-trip inspection checklist indicating such. Any vehicle found in the pre-trip to have a safety-related defect must be repaired before placed in service for a revenue trip.

Vehicles with defects must be reported to SAMTD daily and delivered to the SAMTD maintenance facility. SAMTD must be notified if a vehicle is pulled from service due to a defect.

b. Vehicle Cleaning

All vehicles used in providing Services shall be cleaned on a daily basis by Contractor. Daily cleaning will consist of the following:

- Clean all windows, removing all dust, fingerprints and head prints;
- Remove all dust from seats, dashboards, wheel wells, rails and ledges;
- Sweep or vacuum all floor areas; mop or clean all liquid spills;
- Vehicle must be free of all paper and debris;
- Graffiti removal

The vehicle exteriors shall be washed, including wheels, at least every two weeks or more frequently when conditions warrant to maintain cleanliness. Vehicles will be subject to spot checks for cleanliness.

All vehicles shall display the CARTS logo on both sides of the vehicle when in service. Only vehicles approved by SAMTD may display the CARTS logo and no other trade name, service mark, trademark or logo shall be displayed on the vehicles without SAMTD approval.

c. Repair and Maintenance

SAMTD will provide CONTACTOR with an inventory of stock items such as light bulbs, wiper blades, motor oil, coolant as needed when such deficiency is noted during the daily inspection by the driver. Contractor staff will install items as needed.

4.18. ACCIDENTS, PROPERTY DAMAGE AND REPAIR

Vehicles with significant body damage or any safety damage shall not be used in providing Services. Contractor shall promptly notify SAMTD of need for repair to damaged vehicles, shall request authorization from SAMTD for repair of damaged vehicles and cause all repairs to be completed within one month from the date of damage. Contractor shall notify SAMTD of the completion of all repairs and permit SAMTD to inspect the repair work. In the event that SAMTD observes any deficiency in repair work, Contractor shall remedy the deficiency within 14 days after notice of deficiency from SAMTD.

Contractor must keep a monthly road call report and a monthly accident report, which will include all costs associated with repairs, including any deductible paid toward a repair. Contractor shall submit copies of these logs on a monthly basis to designated SAMTD staff due by the 20th of the month following the month of service.

Notwithstanding any provision in this Agreement to the contrary, and except for reimbursement by SAMTD of the insurance deductible in an amount not to exceed \$500.00 per incident, the costs of repair of damage caused by a motor vehicle accident are the sole responsibility of the Contractor and shall not be a reimbursable expense. Contractor shall provide SAMTD with satisfactory proof of the amount of the insurance deductible and the payment for the costs of repair. Contractor shall file an accident report when an accident results in personal injury or property damage equal to or exceeding the amount specified in applicable State regulations. See, also, Section 4.26.

If any CARTS assigned vehicle is damaged such that repair would not return the vehicle to safe operating condition, is uneconomical or is not in the opinion of SAMTD otherwise advantageous, the Contractor will have thirty (30) days from the date of the damage to remit the full insurable value of the vehicle to SAMTD. If after thirty (30) days from the date of the damage the full insurable value of the vehicle has not been remitted, SAMTD may deduct that amount from the Contractor payment for services without limiting any other remedy available to SAMTD.

4.19. MAINTENANCE TRANSPORTATION

Contractor will provide transport of vehicles to and from the SAMTD facility for maintenance. It is the responsibility of the Contractor to transport the vehicle to a repair facility in the event of accident damage.

Towing cost to SAMTD facility for repair or maintenance will be paid by SAMTD for disabled vehicles only or reimbursed to Contractor. Towing as a result of accident will be paid by the Contractor and is not reimbursable.

4.20. VEHICLES LEASE

SAMTD owned vehicles provided to the Contractor for CARTS shall be leased by the Contractor from SAMTD for \$1.00 per vehicle per year during the term of this contract. The vehicles are leased to Contractor with all faults, AS IS and without any representation or warranty, express or implied, including without limitation any implied warranty of MERCHANTABILITY or FITNESS FOR PARTICULAR PURPOSE. This contract shall constitute the vehicle lease and terms. These vehicles were built to meet ADA specifications for CARTS service. At no time may SAMTD owned vehicles be used for any purpose except for provision of Services. Without limiting the generality of the foregoing, SAMTD owned vehicles may not be used for any private or personal use, including road supervision.

SAMTD owned vehicles may only be operated by direct employees of the Contractor. See Attachment VII for a current CARTS Fleet Inventory. This list is subject to change as vehicles are purchased and/or retired.

Contractor is required to provide all certificates of insurance required under this contract, prior to beginning any work or service.

4.21. PERFORMANCE STANDARDS

Contractor is required to maintain performance levels and goals established by SAMTD to provide the best safety practices and highest level of customer service. Failure to achieve the performance levels as outlined in this section may result in liquidated damages and/or in the termination of the Contract. The following goals are intended to be an expression of what is reasonably attainable as opposed to the minimum required by law:

a. Requirements

- 1) On-time Performance: Contractor will maintain a 90% on-time performance rate as measured through driver manifests on a monthly basis.
 - 2) Complaints: Contractor will maintain a record of no greater than three (3) complaints per 1,000 passenger trips as reported on a monthly basis, with the exception of complaints that are regarding the "system".
 - 3) Accidents: Contractor will maintain a record of no greater than .3 accidents per 10,000 miles as reported on a monthly basis.
 - 4) Average Daily Ridership: Contractor will maintain the overall average daily ridership of 425 as reported on a monthly basis.
 - 5) Cost per Ride: Contractor will not exceed the average cost per ride established for the contract, as reported on a monthly basis.
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6) Maintenance Schedule: Contractor to maintain the vehicle standards and maintenance schedule established by SAMTD.

b. Liquidated Damages

For performance not delivered in accordance with this agreement, SAMTD may incur additional expense, loss of public trust, damage to reputation and the program. Deficient performance causes direct and indirect damages to the District, which cannot be measured. The parties acknowledge the difficulty of determining the actual damages caused by a default and the reasonableness of liquidated damages as an estimate of such damages. Liquidated Damages will be assessed and charged to the Contractor for failure to perform in accordance with this contract including, without limitation, for the following deficiencies:

- Not meeting performance requirements set in 4.21(a) above
- Failure to maintain the vehicles as required in this contract
- Failure to provide contracted services
- Unreported accidents
- Untimely or inaccuracy in reporting
- Failure to report inoperable or faulty equipment
- Patterns of complaints

SAMTD shall establish a schedule liquidated damages to be assessed against Contractor for each deficiency in performance or violation of contract requirements. SAMTD shall have the right to withhold amounts assessed against Contractor from amounts owed by it to Contractor. Contractor shall not be assessed liquidated damages for occurrences of unforeseeable events not under their control.

SAMTD may elect not to impose liquidated damages. SAMTD election not to impose or collect any assessment detailed above in any one instance will not act as a waiver of SAMTD right to make such assessments in the future. The assessments detailed in this section in no way relieve Contractor of its obligation to satisfy each and every requirement under the terms of the Contract.

4.22. ADMINISTRATION

a. Payment Terms

Contractor will be reimbursed monthly at a cost per revenue hour as defined by FTA. Costs that are not allowable or reimbursable under applicable FTA policies and guidelines will not be reimbursed. Contractor is responsible for maintaining records and submitting reports to enable SAMTD to determine whether claimed costs are allowable and reimbursable under applicable FTA policies and guidelines.

Contractor shall submit an invoice to SAMTD by the 20th of the month for the services provided during the previous month. Invoices will be reviewed within five (5) days of receipt and, if accurate and complete, processed for payment. SAMTD shall pay Contractor within 15 business days of receipt accurate and complete invoices.

SAMTD may, at any time, conduct an audit of any or all records kept by the Contractor for Services. Overpayments found in such an audit shall be immediately due and payable from Contractor, and may be charged against the Contractor's future invoices. SAMTD may withhold payment for Services it believes were improper, failed to meet specifications, or are otherwise questionable. Contractor will pay all costs and expenses of SAMTD in connection with an audit which discloses any overpayment. Payment for Services shall not operate as a waiver of any right of SAMTD to recover overpayments or payments for costs that are not allowable or reimbursable.

b. Revenues

The cash fares paid by program participants will be kept by Contractor and must be deducted from the receivable (invoices) submitted by Contractor to SAMTD. An acceptable method of reporting cash receipts will be established by Contractor and SAMTD prior to contract execution.

Proposal must include a plan for reporting collected fares and reconciliation to ridership.

Revenues accrued by Contractor which relate to the Services shall be applied in reduction of the costs allowable or reimbursable under this contract. Revenues include but are not limited to fares, donations, bequests, federal, state, or local grants, Business Energy Tax Credits (BETC), in-kind contributions, payments by agencies or public private groups, and any and all revenues which accrue from the operation of the program. Revenues on account of the Services that were not accrued by Contractor, but received by Contractor after termination of this contract shall be promptly remitted to SAMTD.

c. Budget

Not later than May 15th of each year, Contractor will present to SAMTD a proposed budget for the ensuing fiscal year for approval by SAMTD, which approval will be based upon grant funding forecasted for the following year. The annual budget proposals shall be in a form that is provided or approved from time to time by SAMTD. SAMTD will provide Contractor with information regarding expected sources of funding for preparation of proposed budgets by Contractor. SAMTD will advise Contractor whether it will exercise the annual option to renew 30 days prior to renewal of contract (June 1st of each year).

The Contractor shall submit monthly budget reports and other reports in such form as may be provided or approved from time to time by SAMTD. In-kind contributions must be reflected both as revenue and as an expense on the annual budget with supporting documentation that justifies the hourly or unit figures used.

In the event the Contractor becomes aware of any information that, if accurate, would make it likely that Contractor will be exceeding the budget approved by SAMTD, it must immediately notify SAMTD. SAMTD, after consultation with Contractor, may in SAMTD's discretion allow modification of the approved budget or may require expense cutting measures other action in order to maintain expenditures within the approved budget. SAMTD will monitor the budget for variances on a monthly basis and will review the budget with the contractor quarterly.

4.23. SERVICE PLANNING AND COORDINATION

Contractor shall participate in meetings with SAMTD for the purpose of monitoring Service performance and to discuss and resolve other issues relating to the contract.

Contractor will attend all Advisory Committee meetings relating to the CARTS Service.

4.24. RECORDS AND REPORTING

Financial and performance data records must be maintained by Contractor and be made available for inspection by SAMTD upon request. Contractor's records shall conform with applicable requirements for accounting and reporting required by the Federal Transit Administration and the Government Accounting Office.

Contractor is responsible for properly maintaining separate records and summaries for Services as deemed necessary by SAMTD.

In addition, Contractor shall:

- supply to SAMTD, in a timely fashion, any information required to complete Annual Federal Transit Administration (FTA) National Transit Database Report.
- provide a monthly operating report to SAMTD by the 20th of each month. SAMTD may ask the Contractor to report specific administrative and operational expenses pertaining to the operation of the Services.

4.25. CLAIMS

If, as a result of any operation performed under this contract, a claim(s) is made against SAMTD or the Contractor, the Contractor must verbally notify SAMTD, with a complete and accurate description of the incident, as promptly as possible, but not later than 24 hours following the claim. A written notice of such claim(s) must be submitted to SAMTD within 36 hours. SAMTD shall notify Contractor of any claim(s) reported directly to SAMTD within 48 hours of receipt of the claim(s).

4.26. ACCIDENTS

All program participants and vehicle related accidents involving any property damage or personal injury resulting from Service provided under this agreement must be verbally reported immediately; verified in writing to SAMTD, with a complete report on the incident, including any forms provided by SAMTD for that purpose, within 24 hours of the occurrence. SAMTD shall notify Contractor of any accident reported directly to SAMTD within 24 hours notice of the accident. See, also, Section 4.18.

4.27. TRANSITION AT END OF SERVICE

a. General

Upon the termination or expiration of this contract, Contractor will:

- Cooperate with the employment of a new contractor;
-

- Provide access to personnel records, driving records or other information to employees and/or the new contractor as allowed by law.

Contractor must cooperate in the transition to a new contractor no less than forty-five (45) days prior to the new contract starting date with attendance at meetings, access to employee records (as allowed by law), transfer of SAMTD owned vehicles and access to Contractor records relating to the Services. Contractor must make pertinent records accessible to both SAMTD and the new contractor within three (3) days of SAMTD request.

Contractor shall participate in the coordinated transition of Services to a new contractor in such a manner as to ensure the transition results in minimum disruption in levels of service.

Contractor must continue to deliver Services at acceptable performance standards as defined herein during the regular term of the contract and also during the transition period. SAMTD may seek liquidated damages if performance or levels of service is deficient.

b. Return of SAMTD owned vehicles

All SAMTD owned vehicles shall be promptly returned by Contractor to SAMTD at the termination of the Contract. Said vehicles shall be in good repair and condition with no deferred maintenance or repair. SAMTD will inspect vehicles at or near the termination of the contract. The actual cost of body damage repairs identified by said inspection shall be remitted by Contractor or may be offset against final payment to Contractor. If final payment to Contractor is insufficient in amount to liquidate the offsets and liquidated damages otherwise applicable, Contractor shall be liable for such any excess and reasonable attorney's fees and costs incurred by SAMTD in recovering the excess.

The Contractor will ensure all vehicles are operable for service and make all vehicles available to SAMTD, at its request, by the first day following the day of termination.

C. OTHER CONDITIONS:

4.28. COMPLIANCE WITH RULES AND REGULATIONS

Contractor will comply with all laws and regulations governing the use of Special Transportation Fund (STF) funds, 5310 and 5311 funds and other funding received by SAMTD as a source of funds for payment to Contractor for providing Services; including but not limited to [49 CFR 382 for drug testing requirements](#).

In performing its obligations under this agreement, the Contractor shall obtain and pay for any applicable permits and/or licenses required by the City of Salem, City of Keizer, Marion and Polk County Ordinances or other applicable licenses and permits, before starting work involved under the contract.

In performing its obligations under this Agreement, the Contractor agrees to comply with all applicable state laws including, without limitation, ORS 279B.200-279B.240 and 279C.540, each of which is incorporated herein by reference.

Contractor represents, warrants and agrees that it will at all times perform its obligations under this contract in compliance with all applicable federal regulations including without limitation 49 C.F.R. part 37 and part 38.

Federal regulations may be viewed at this website:

<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

All contractual provisions required by FTA, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

In addition, without limiting the generality of any of the foregoing, the Contractor agrees to comply with the FTA contract clauses attached hereto and incorporated by reference herein. In the event of any conflict between the provisions of this Agreement and the foregoing state statutes, the state statutes shall control. In the event of any conflict between this Agreement and the FTA contract clauses, the FTA contract clauses shall control. Not every requirement of the foregoing state statutes or the FTA contract clauses will apply in each instance to the performance of Contractor under this particular contract. The nature of the obligations under this Agreement will determine which requirements of state law and FTA contract clauses will apply. Requirements that do not apply will not be enforced.

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, creed, national origin, sex, age, or disability in the performance of this contract.

By signature on contract, Contractor hereby swears/affirms, under penalty of perjury as provided in ORS 350.385(6) that to the best of Contractor's knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

Contractor will notify SAMTD in the event of any conflict between the provisions of this contract and any such regulation.

4.29. INSURANCE

Contractor shall indemnify and hold harmless SAMTD and all of its officers, officials, agents, and employees against any claim, demands, and causes of action of any kind or character, or any liability arising from or based upon the violation of any such law, ordinance, or regulations whether by Contractor or its employees.

Contractor shall not commence work under contract until required certificates of insurance have been submitted to SAMTD as specified herein:

a. Workers' Compensation Insurance

Contractor shall maintain, during the life of this contract, Workers' Compensation Insurance or equivalent for all employees employed on this work; and shall require any subcontractors to provide similar insurance for all said subcontractors' employees, unless said subcontractors' employees are covered by the insurance maintained by the Contractor.

b. Commercial General Liability

Contractor shall maintain a \$2,000,000, combined single-limit, commercial general liability insurance policy covering claims for death, bodily injury, and property damage arising out of Contractor's performance, under this Contract. Such insurance shall include coverage for completed operations, and shall provide the primary coverage on all claims arising out of the performance of the contract.

c. Auto Liability

Contractor and any subcontractors shall provide Automobile Bodily Injury and Property Damage Insurance covering all automobiles defined as motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

Limits: \$2,000,000 Per Occurrence Per Person
\$2,000,000 per Occurrence for Bodily Injury
\$2,000,000 per Occurrence for Property Damages

d. Additional Insured

Contractor shall name Salem Area Mass Transit District as additional insured on policies required in (b) and (c) above, and shall show evidence of such coverage prior to the execution of this Contract. SAMTD and their directors, officers, representatives, agents and employees must be named as additional insured with respect to work or operations connected with this program.

e. Cancellation

Insurance policies required for this contract may not be cancelled without thirty (30) days advance notice to SAMTD. Policies must be replaced with comparable coverage prior to lapse of old policy.

4.30. NON APPROPRIATION

If the governing body of SAMTD fail to specifically appropriate sufficient funds to make the payments due in any fiscal year and no such appropriation is legally made, SAMTD may terminate this Agreement at the end of the then-current fiscal year and all

obligations of the parties under this Agreement arising thereafter shall terminate. Nothing in this Agreement shall be deemed in any way to obligate SAMTD beyond the current fiscal year.

4.31 FTA FUNDING

This procurement may be funded, in whole or in part, by grant funds provided by the Federal Transit Administration. This contract shall be governed by applicable federal laws and regulations relating to third party contracts.

4.32 TERMINATION OF CONTRACT; REMEDIES

SAMTD may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of SAMTD 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 SAMTD, or property supplied to the Contractor by SAMTD. If the termination is for default, SAMTD 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 SAMTD and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of SAMTD, 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, SAMTD determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, SAMTD, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Termination for default shall not be SAMTD's exclusive remedy and SAMTD may pursue any additional remedies it may have for damages or injunctive relief on account of Contractor's breach of contract.

4.33 AUDITS & EXAMINATIONS

Contractor agrees to authorize, and procure an annual, independent financial audit or review to be performed by individuals licensed as certified public accountants by the Oregon Board of Accountancy, and who are independent of the Contractor's management. The following steps shall be taken as part of the annual audit or examination of Contractor's activities:

The audit/review report should contain a statement of all receipts and disbursements and such report shall further identify all relevant funding sources, including program

income, and identify all other documents, books or records which support the final fiscal report.

The audit/review shall cover the Contractor's fiscal year and any other period during which the Contractor provided services pursuant to the terms of this agreement.

One (1) copy of the published audit/review report or Letter of Assurance from the Contractor's auditor shall be submitted to SAMTD not later than ninety (90) days following the end of the Contractor's fiscal year.

Contractor assumes full responsibility for payment of all audit/review costs.

4.34 AUTHORITY:

By submitting their proposals, proposers certify that they have all requisite authority to perform the work.

4.35 ASSIGNMENT:

Contractor agrees that it shall not assign, sell, transfer, or sublet its rights, or delegate its responsibilities under this agreement, in whole or in part, without the written consent of SAMTD.

4.36 SUBCONTRACTING:

Contractor expressly agrees that it may not subcontract any other parts of this agreement as specified in the PROPOSAL SECTION without the written consent of SAMTD.

SECTION V - FTA CONTRACT REQUIREMENTS:

Addendum to Contract FTA Contract Requirements

1. In connection with the performance by Contractor of work or services within the scope of this Agreement, Contractor agrees to comply with the following requirements, and to include these requirements in all subcontracts¹ of every tier:

No Obligation by the Federal Government. - (1) The Recipient² and Contractor³ 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.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) 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.

¹ The term "subcontract" under this addendum is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor."

² The term, "Recipient" shall mean the Salem Area Mass Transit District.

³ The term, "Contractor" shall refer to a party under any agreement undertaking contractual obligations to or for the benefit of one or more other parties which includes the Salem Area Mass Transit District.

(2) 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Incorporation of Federal Transit Administration (FTA) Terms - The provisions of this Addendum include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Recipient requests which would cause Recipient to be in violation of the FTA terms and conditions.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (4) dated October 1, 1997) between Recipient and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Fly America - The Contractor agrees that, in connection with performing its obligations under this contract, it will use air transportation provided by United States-Flag air carriers for air transportation of persons or property, to the extent service by these carriers is available, as required by the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. 40118, in accordance with U.S. GAO regulations in 4 CFR Part 52 and U.S. GAO Guidelines for Implementation of the Fly America Act, B-138942 (1981).

Cargo Preference - Use of United States-Flag Vessels - The Contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to Recipient (through the Contractor in the case of a subcontractor's bill-of-lading.)

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.

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

Civil Rights - The following requirements apply:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply:

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the 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.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprise Provision

1. The Federal Fiscal Year goal has been set by Recipient in an attempt to match projected procurements with available qualified disadvantaged businesses. Recipient goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by Recipient as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated and if the Contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, Recipient may declare the Contractor noncompliant and in breach of contract.

(a) Policy - It is the policy of the Department of Transportation and Recipient that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of Recipient to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of Recipient procurement activities are encouraged.

(b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, Recipient may declare the Contractor noncompliant and in breach of contract.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with Recipient DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of Recipient and will be submitted to Recipient upon request.

(e) Recipient will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- * Identification of qualified DBE
- * Available listing of Minority Assistance Agencies
- * Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

(a) Disadvantaged business "means a small business concern":

- i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

or

- iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
- iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

(b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

(c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

- i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
 - ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
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- iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
- v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

Patents, Data and Copyright -

General. If any invention, improvement, or discovery of the Recipient or any of its third party contractors is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FTA immediately and provide a detailed report.

Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the Recipient, third party contractor, subrecipient and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Recipient agrees that, irrespective of its status or the status of any subrecipient or any third party contractor at any tier (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Recipient agrees it will transmit to FTA those rights due the Federal Government in any invention resulting from that third party contract described in U.S. Department of Commerce Regulations, "Rights to Grants, Contracts and Cooperative Agreements." 37 C.F.R. Part 401.

Definition. The term "subject data" used in this section means records information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information used for Project administration.

Federal Restrictions. The following restrictions apply to all data first produced in the performance of the Grant Agreement or Cooperative Agreement: Except for its own use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

Federal Rights in Data and Copyrights. In accordance with 49 C.F.R. §18.34 and 49 C.F.R. §19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the “subject data” described in the following subsections of this Agreement. As used in the previous sentence, “for Federal Government purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to other parties.

Any subject data developed under the Grant Agreement or Cooperative Agreement, or under a third party contract or subagreement financed by the Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

Any rights of copyright to which a Recipient, subrecipient, or a third party contractor purchases ownership with Federal assistance.

Special Federal Rights for Planning, Research, and Development Projects. FTA’s purpose in providing financial assistance for a planning, research, development, or a demonstration Project, is to increase transportation knowledge, rather than limit the benefits of the Project to participants in the Project. Therefore, unless FTA determines otherwise, the Recipient of FTA financial assistance to support a planning, research, development, or a demonstration Project agrees that, in addition to the rights in data and copyrights described in this Agreement, FTA may make available to any FTA recipient, subrecipient, third party contractor, or third party subcontractor, either FTA’s license in the copyright to the subject data or a copy of the subject data. If the Project, which is the subject of the Grant Agreement or Cooperative Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become subject data as defined in this Agreement and shall be delivered as the Federal Government may direct. This paragraph of this Agreement, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient’s use whose costs are financed with Federal transportation funds for capital projects.

Hold Harmless. Unless prohibited by state law, upon request by the Federal Government, the Recipient agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Recipient shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of employees or agents of the Federal Government.

Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Interest of Congress - No member of, or delegate to, the Congress of the United States shall be admitted to any share or port of this Contract or to any benefit arising therefrom. 41 U.S.C. 22.

Prohibited Interest - No member, officer or employee of Recipient or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

2. In connection with the performance by Contractor of work or services within the scope of this Agreement, Contractor agrees to comply with the following requirements, and to include these requirements in all subcontracts exceeding \$100,000 in value of every tier. Contractor further agrees to include the Contract Work Hours and Safety Standards Act requirements in all subcontracts exceeding \$2,500 in value (but not including subcontracts for the purchase of supplies, materials or articles ordinarily available on the open market):

**Contract Work Hours and Safety Standards Act
Pursuant to Section 102 (Overtime):**

(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 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 Recipient 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 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 this section.

(Section 102 nonconstruction contracts should also have the following provision:)

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

Section 107 (OSHA):

Contract Work Hours and Safety Standards Act - The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

Clean Air - 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 . The Contractor agrees to report each violation to the Recipient and understands and agrees that the Recipient will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Clean Water - 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 . The Contractor agrees to report each violation to the Recipient and understands and agrees that the Recipient will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters (see Attachment VII)

1. **By signing and submitting this Contract, the Contractor is providing the signed certification set out below.**

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

3. The Contractor shall provide immediate written notice to Recipient if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. Contractor may contact Recipient for assistance in obtaining a copy of those regulations.

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

6. The Contractor further agrees by submitting this proposal or entering into this Contract that it will include the clauses 10 and 11, below, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

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

10. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred,

suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING (see ATTACHMENT IX)

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official _____
Name and Title of Contractor's Authorized Official _____
Date _____

Buy America (construction and manufactured products)

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (See Attachment X) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Seismic Safety - The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Bid Bond Requirements (ITB for Construction Contracts)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to Recipient and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by Recipient to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be

withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of Recipient.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of Recipient, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of Recipient's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by Recipient) shall prove inadequate to fully recompense Recipient for the damages occasioned by default, then the undersigned bidder agrees to indemnify Recipient and pay over to Recipient the difference between the bid security and Recipient's total damages, so as to make Recipient whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction Contracts)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Recipient determines that a lesser amount would be adequate for the protection of the Recipient.
2. The Recipient may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Recipient may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal 100 percent of the contract price, unless the Recipient determines that a lesser amount would be adequate for the protection of the Recipient.
 2. The Recipient may require additional payment bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Recipient may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
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Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The Recipient shall determine the amount of the advance payment bond necessary to protect the Recipient. If the Recipient requires such bonding after execution of the Contract, then Recipient will pay the reasonable cost of the bond premium.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The Recipient shall determine the amount of the patent indemnity to protect the Recipient. If the Recipient requires such bonding after execution of the Contract, then Recipient will pay the reasonable cost of the bond premium.

Warranty of the Work and Maintenance Bonds (Construction Contracts)

1. The Contractor warrants to Recipient, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by Recipient, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Recipient, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by Recipient and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to Recipient. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to Recipient written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Davis-Bacon Act

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents

thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iii) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(iv)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The Recipient 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 the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the

Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of

the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not

less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Record Retention/Access to Records - The Contractor agrees that it will maintain all data, documents, reports, records, contracts, and supporting materials relating to this Contract and the performance of its obligations under this Contract. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Recipient, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). Contractor agrees to provide the Recipient, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The Contractor agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. In connection with the performance by Contractor of work or services within the scope of this Agreement, Contractor agrees to comply with the following requirements, and to include these requirements in all subcontracts in excess of \$10,000 (except those contracts with nonprofit organizations and institutions of higher education):

Termination

a. Termination for Convenience (General Provision) The Recipient may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the government'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 Recipient to be paid the Contractor. If the Contractor has any property in its possession belonging to the Recipient, the Contractor will account for the same, and dispose of it in the manner the Recipient directs.

b. 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 Recipient 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 only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Recipient that the 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 Recipient, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The Recipient in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days 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 Recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within 30 days after receipt by Contractor or written notice from Recipient setting forth the nature of said breach or default, Recipient shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Recipient from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

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

f. 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 Recipient may terminate this contract for default. The Recipient 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 Recipient.

g. 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 Recipient may terminate this contract for default. The Recipient 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 Recipient goods, the Contractor shall, upon direction of the Recipient, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and Recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the 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 Recipient.

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the Recipient may terminate this contract for default. The Recipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient 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 Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor 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 the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Contractor, within 4 days from the beginning of any delay, notifies the Recipient in writing of the causes of delay. If in the judgment of the Recipient, the delay is excusable, the time for completing the work shall be extended. The judgment of the Recipient shall be final and conclusive on the parties.

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 the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The Recipient may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Recipient 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 Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

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

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

If, after termination for failure to fulfill contract obligations, it is determined that 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 Recipient.

j. Termination for Convenience or Default (Cost-Type Contracts) The Recipient may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the Recipient 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 Recipient, or property supplied to the Contractor by the Recipient. If the termination is for default, the Recipient may fix the fee, if the contract provides for a fee, to be paid the 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 Recipient and the parties shall negotiate the termination settlement to be paid the Contractor.

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

4. In connection with the performance by Contractor of work or services within the scope of this Agreement, Contractor agrees to comply with the following provisions, which need not be included in subcontracts:

Dispute Resolution

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Recipient's Contract Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. 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 General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision. In the event that the decision of the General Manager is contrary to law or violates the terms of the Contract, Contractor may pursue such remedy or relief as may be available for breach of Contract.

Performance During Dispute - Unless otherwise directed by Recipient, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor 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 Recipient and the 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 Recipient is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Recipient, Architect 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.

Indemnity - The Contractor shall, to the extent permitted by law:

Protect, indemnify and save the Recipient and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorney fees incurred by the Recipient and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the negligent acts, errors or omissions of the

Contractor, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; and

Upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding including appeals, against the Recipient and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The Recipient shall not make any admission which might be materially prejudicial to the contractor unless the contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The Recipient shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The Recipient shall have the right to be represented therein by the advisory counsel of its own selection at its own expense.

The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of the Recipient, its officers, employees, agents or consultants, including negligence in (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to preparation of the Contract by written order. The obligations of the Contractor shall not extend to circumstances where the injury, or death, or damages is caused, in whole or in part, by the negligence of any third party operator, not including an assignee or subcontractor of the Contractor, subject to the right of contributions as provided in the next sentence below. In case of joint or concurrent negligence of the parties hereto giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

END OF THIS TEXT DOCUMENT

ATTACHMENTS FOLLOW

REQUIRED SUBMITTAL FORMS

Attachments I – VI must be complete and submitted as part of the proposal.

Attachments VII - IX are informational only.

ATTACHMENT I

DBE CERTIFICATION

Has your firm been certified by the State of Oregon as a Disadvantaged Business Enterprises?

_____Yes _____No

If yes, attach copy of current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Signature: _____

Name & Title: _____
(Typed or Printed)

Date: _____

ATTACHMENT II

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION & OTHER
INELIGIBILITY & VOLUNTARY EXCLUSION**

The undersigned, duly authorized representative of _____ hereby certifies or affirms that:

- 1) Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

(Signature)

(Attorney's Signature)

(Typed or Printed Title of
Authorized Official)

(Date)

OR

The undersigned, duly authorized representative of _____ hereby certifies or affirms that:

- 1) It is unable to certify that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, and has attached an explanation of this inability to this certification; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

(Signature)

(Attorney's Signature)

(Typed or Printed Title of
Authorized Representative)

(Date)

Attachment(s) [If required]

ATTACHMENT IV

CERTIFICATION REGARDING LOBBYING

The undersigned contractor certifies, to the best of his or her knowledge and belief, that they are in compliance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor' Authorized Official

(print or type)

Date _____

ATTACHMENT V

DRUG & ALCOHOL TEST POLICY CERTIFICATION

(PROVIDE COPY OF CERTIFICATION)

ATTACHMENT VI
 PROPOSED FY 2011-12 BUDGET FORM

Category	Budgeted Amount
Driver Wages	
Driver Benefits	
Dispatch Wages	
Dispatch Benefits	
Maintenance/Utility Wages	
Maintenance/Utility Benefits	
Management Wages	
Management Fringes	
Payroll Taxes	
Workers Comp	
Liability Insurance	
Communications	
Driver Uniforms	
Driver Physicals & D/A Testing	
Employee Recruiting/Training	
Facility Cost	
Independent Financial Audit	
Office Supplies	
Vehicle Lease	
Vehicle Operating Costs	
Start Up	
Interest	
Administrative Overhead	
Total	0.00
Number of Revenue Hours* of Service to be Provided Per Year	
Cost Per Revenue Hour*	

* Defined as scheduled hours of service available to passengers for transport on the routes. Excludes deadhead hours but includes recovery/layover time.

ATTACHMENT VII

SAMPLE CONTRACT

AGREEMENT

Date:

Parties: Salem Area Mass Transit District ("SKTD")
_____ ("Contractor")

Recitals

SKTD issued a request for proposals, RFP # _____ dated _____, as modified by Addendum 1 dated _____, (together, the "RFP") to provide goods and services to SKTD;

Contractor submitted a proposal dated _____ (the "Proposal") in response to the RFP; and

SKTD selected Contractor to provide the goods and services described in the RFP.

Agreements.

1. Contractor agrees to provide the goods and services described in the RFP on the terms and conditions contained in the RFP and to fully and faithfully perform its obligations under this Agreement.
 2. Provided that Contractor fully and faithfully performs its obligations under this Agreement, SKTD agrees to compensate Contractor in accordance with the terms of this Agreement.
 3. The terms and conditions of the RFP and the Proposal are incorporated by reference herein. The terms and conditions of the RFP shall prevail over any conflicting or inconsistent provision of the Proposal.
 4. Contractor hereby certifies, under penalty of perjury, that Contractor is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380(4).
 5. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be enforceable unless in writing and signed by the party against whom enforcement is sought.
-

6. In this Agreement, the singular shall include the plural and the plural shall include the singular. Any indication of gender of a party in this Agreement shall be modified, as required, to fit the gender of the party in question. The headings used in this Agreement are solely for convenient reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.

7. All agreements and schedules set forth in the Exhibits are incorporated by reference and made a part hereof as though fully set forth herein.

8. This Agreement is the entire, complete and exclusive agreement between the parties pertaining to its subject matter, and it supersedes all prior agreements, representations, and understandings of the parties. There are no agreements, representations or warranties except as set forth in this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties.

SALEM AREA MASS TRANSIT DISTRICT

Date: _____

By: _____
Allan Pollock - General Manager

Contractor NAME

Date: _____

By: _____

(Print Name) _____

Title: _____

APPROVED AS TO LEGAL FORM:

Date: _____

District Legal Counsel [Signature page follows]

ATTACHMENT VIII

CARTS PROGRAM FLEET INVENTORY END OF DOCUMENT

Year	Description	Fuel Type	Mileage	# of Seats
2000	Ford GCII Bus	D	373,917	20
2000	Ford GCII Bus	D	320,921	20
2001	Freightliner Str Crst	D	269,455	33
2003	Freightliner StarCrsr	D	234,058	33
2003	Freightliner StarCrsr	D	269,614	33
2005	Champion FB-65	D	249,130	34
2005	Champion FB-65	D	291,966	34
2006	Champion CTS RE	D	150,657	35
2006	Champion CTS RE	D	116,620	35
2006	Champion CTS RE	D	100,670	35
2009	Champion Challenger	G	22,231	18
2009	Champion Challenger	G	41,036	18
2009	Champion Challenger	G	4,599	18
2010	Champion CTS RE	G	8,750	34
2010	Champion CTS RE	G	12,661	34

REIMBURSEMENT REQUEST

ATTACHMENT IX
 SAMPLE REPORTS
 (9 pages)

CARTS 2011-2012

For the month and year of: _____

Revenues:

Fare Revenue - Cash	
BETC Funds Reduction	
Total Revenues	\$0.00

Gross Program Expenses: \$0.00

Net Program Expenses: \$0.00

The above information is true and accurate to the best of my knowledge.

Vendor

 Signed

 Date

SAMTD

 Signed

 Date

Report due to Salem Area Mass Transit District by the 20th of the month following service reported herewith.

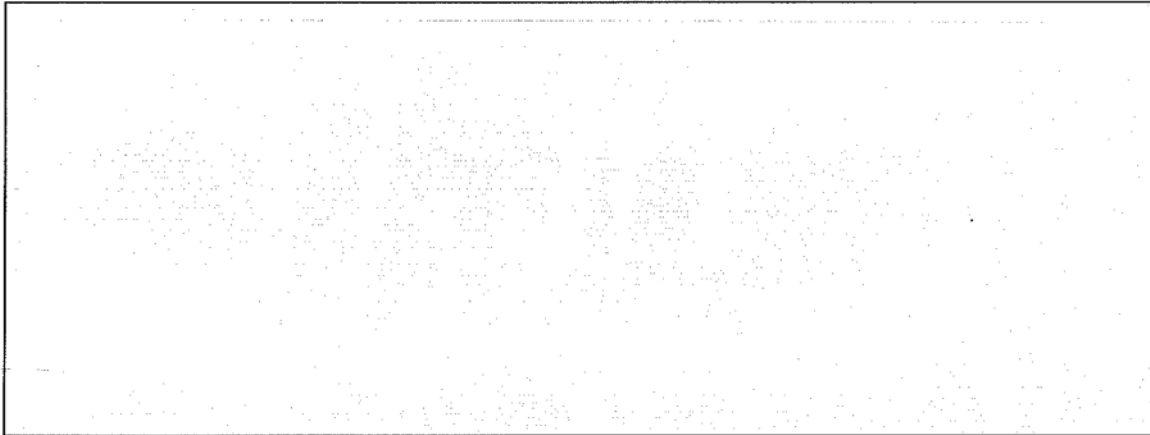
Funding Source	Internal Grant #	Amount	Control Fund #
STF FORMULA	25691		
STF DISCRETIONARY	56093		
5311	26688		

REIMBURSEMENT REQUEST

ATTACHMENT IX
SAMPLE REPORTS
(9 pages)

CARTS 2011-2012

Narrative:



REIMBURSEMENT REQUEST

ATTACHMENT IX
SAMPLE REPORTS
(9 pages)

CARTS 2011-2012

For the Month of: 0

Provider:
Project Name: CARTS
Project Manager:
Phone Number:
Mailing Address:

For this reporting period:	Totals
Days program operated:	
Vehicle service miles:	0
Vehicle service hours:	0
Vehicle revenue miles:	
Vehicle revenue hours:	0
Volunteer miles:	0
Volunteer hours:	0
Number of rides for Disabled Clients:	0
Number of rides for Senior Citizens:	0
Number of rides for General Public:	0
Number of rides for Children (Under 18):	0
Number of one way trips provided:	0
Number of peak period vehicles used:	
Number of trips listed above that were subcontracted:	
Number of unduplicated clients that were served:	
Number of trips that were turned down:	
Number of trips canceled:	
Number of "no shows":	

REIMBURSEMENT REQUEST

ATTACHMENT IX
 SAMPLE REPORTS
 (9 pages)

CARTS 2011-2012

For the Month of : _____ 0

Service Data

Type of Service	Fixed Route	Other Than Fixed Route	Total
Total Passenger One-Way Rides	0	Total Passenger One-Way Rides	0
Elderly & Disabled One-Way Rides	0	Elderly & Disabled One-Way Rides	0
Revenue Service Hours	0	Revenue Service Hours	0
Revenue Service Miles	0	Revenue Service Miles	

Revenue & Expense Data

Type	Current Period	Total to Date
Fare Revenue	#REF!	
Contract Revenue		
Other Federal Assistance	#REF!	
Other State Assistance	#REF!	
Local Assistance	#REF!	
Total Period Revenue	#REF!	0.00
Administrative Expenses	#REF!	
Operating Expenses	#REF!	
Capital Expenses	0.00	
Planning Expenses	0.00	
Total Agency Expenses	#REF!	0.00

Accidents

Has your agency had any vehicle accidents related to your transit service?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Were injuries involved?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Was the vehicle disabled?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If yes to any of the above, please complete the following:

Accident Type*	# of Fatalities	Drug or Alcohol Test Performed?	# of Injuries	Date	Bus #
		<input type="checkbox"/> Yes <input type="checkbox"/> No			
		<input type="checkbox"/> Yes <input type="checkbox"/> No			
		<input type="checkbox"/> Yes <input type="checkbox"/> No			
		<input type="checkbox"/> Yes <input type="checkbox"/> No			

* Accident type can be Incident, Major or Minor

If yes, describe what happened:

REIMBURSEMENT REQUEST

ATTACHMENT IX
 SAMPLE REPORTS
 (9 pages)

CARTS 2011-2012

For the Month of : 0

Category	Budget	Current Expenses
Driver Wages		
Driver Benefits		
Dispatch Wages		
Dispatch Benefits		
Maintenance/Utility Wages		
Maintenance/Utility Benefits		
Management Wages		
Management Fringes		
Payroll Taxes		
Workers Comp		
Liability Insurance		
Communications		
Driver Uniforms		
Driver Physicals & D/A Testing		
Employee Recruiting/Training		
Facility Cost		
Independent Financial Audit		
Office Supplies		
Vehicle Lease		
Vehicle Operating Costs		
Start Up		
Interest		
Administrative Overhead		
Total	0.00	0.00

REIMBURSEMENT REQUEST

ATTACHMENT IX
 SAMPLE REPORTS
 (9 pages)

CARTS 2011-2012

For the Month of : _____ 0

# of Service Days in Month	
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Operational Statistics	
Total Rides	0
Total Hours	
Total Revenue Hours	
Total Miles	
Total Revenue Miles	
Volunteer Miles	
Volunteer Hours	
Complaints	
Compliments	
Accidents	
Road Calls	
Program Cost	
Fare-box Revenue & Donations	
Adjusted Programs Cost	

Performance Criteria	
Cost per Ride	#DIV/0!
Cost per Total Hour	#DIV/0!
Cost per Revenue Hour	#DIV/0!
Cost per Total Mile	#DIV/0!
Cost per Revenue Mile	#VALUE!
% Fare-box Return of Op Costs	#VALUE!
Average Fare per Trip	#VALUE!
Average Ridership per day	#VALUE!
Ridership per Total Hour	#DIV/0!
Ridership per Revenue Hour	#DIV/0!
Ridership per Total Mile	#DIV/0!
Ridership per Revenue Mile	#VALUE!
Road Calls per 10,000 Rev Miles	#VALUE!
% On Time Performance	
# of Accidents/10,000 miles	#DIV/0!
Complaints/10,000 Miles	#VALUE!

REIMBURSEMENT REQUEST ATTACHMENT IX
 SAMPLE REPORTS
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CARTS 2011-2012

For the Month of : 0 # of Service Days in Month

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Route #10 Woodburn-Salem	
General Public	
Seniors	
Disabled	
Youth	
Child	
PCA/Other	
Total	0

Route #40 Polk County	
General Public	
Seniors	
Disabled	
Youth	
Child	
PCA/Other	
Total	0

Route #20 Silverton-Salem	
General Public	
Seniors	
Disabled	
Youth	
Child	
PCA/Other	
Total	0

Route #45 Polk County Flex	
General Public	
Seniors	
Disabled	
Youth	
Child	
PCA/Other	
Total	0

Route #25 N Marion Flex	
General Public	
Seniors	
Disabled	
Youth	
Child	
PCA/Other	
Total	0

Route #50 Polk Express	
General Public	
Seniors	
Disabled	
Youth	
Child	
PCA/Other	
Total	0

Route #30 S Marion	
General Public	
Seniors	
Disabled	
Youth	
Child	
PCA/Other	
Total	0

Route #55 Polk Tripper	
General Public	
Seniors	
Disabled	
Youth	
Child	
PCA/Other	
Total	0

Route #35 S Marion Dial-a-Ride	
General Public	
Seniors	
Disabled	
Youth	
Child	
PCA/Other	
Total	0

Total Other	0
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Total General Public	0
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Total Senior Citizens	0
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Total Disabled	0
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Senior & Disabled	0
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Total Children 18 & under	0
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Average # Rides for Month	0
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Total Rides for Month	0
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