



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036

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commissioners@co.warren.oh.us

Telephone (513) 695-1250

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SHANNON JONES
DAVID G. YOUNG
TOM GROSSMANN

23-1665

December 12, 2023

**ENTER INTO CONTRACT WITH VALLEY TRANSPORT, LLC FOR THE OPERATION OF
THE WARREN COUNTY TRANSIT SERVICE**

WHEREAS, pursuant to Resolution #23-1320, adopted October 10, 2023, this Board authorized the initiation of negotiations with Valley Transport, LLC for the operation of the Warren County Public Transit service for the period of January 1, 2024 to December 31, 2024; and

WHEREAS, all required documentation has been submitted by the vendor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Valley Transport, LLC, 4428 North Dixie Drive, Dayton, Ohio 45414 for the operation of the Warren County Transit Service for the period of January 1, 2024 to December 31, 2024; as attached hereto and made a part hereof.

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

Mr. Young – absent

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KP/

cc: c/a—Valley Transport, LLC
Transit (file)
Bid file



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SHANNON JONES
DAVID G. YOUNG
TOM GROSSMANN

23-1320

October 10, 2023

AUTHORIZE THE OFFICE OF GRANTS ADMINISTRATION TO INITIATE CONTRACT NEGOTIATIONS FOR OPERATION OF WARREN COUNTY PUBLIC TRANSIT

WHEREAS, pursuant to Resolution #23-0982, adopted August 1, 2023, this Board issued a request for proposals for the operation of the Warren County Transit Service; and

WHEREAS, on or before September 1, 2023, the Warren County Office of Grants Administration received four (4) proposals; and

WHEREAS, based on rankings by the Transit Advisory Committee, the Committee requests authorization to begin negotiations with the top ranked vendor, Valley Transport, LLC; and

NOW THEREFORE BE IT RESOLVED, to authorize the Transit Advisory Committee to begin negotiations with Valley Transport, LLC for the operation of Warren County Transit Service.

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

Mrs. Jones – yea

Mr. Grossmann – yea

Mr. Young – yea

Resolution adopted this 10th day of October 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

sm\

cc: OGA (file)
Bid file

Request for Proposal for
Operation of Warren County Transit Service
Addendum #4
8/25/2023

Questions Submitted:

1. Can you please clarify how far in-advance demand response trips can be booked? The RFP P. 6 notes that reservations may be made 48 hours in-advance. Is 48 hours the maximum or minimum in-advance time? For example, does someone need to make a reservation at least 48 hours in-advance of a ride or up-to 48 hours in-advance?

Currently, passengers call **at least** 48 hours in advance to schedule rides. This allows time for our service provider to map out efficient routes. If a passenger calls to request a ride less than 48 hours in advance, we will accommodate them if we can.

2. Can you please confirm if there are any eligibility restrictions (e.g. paratransit, NEMT, etc.) for this service, or are all vehicles at all times open to the general public?

All vehicles are open to general public at all times.

3. RFP P. 7 says that for Mobile Ticketing “The Service Provider shall be involved in the implementation of mobile ticketing including training drivers. The County will provide the mobile ticketing equipment and the service shall be implemented December 31, 2024.” Can you please provide more information about this proposed mobile ticketing solution, primarily if this winning vendor will have to integrate with any third party software (if so, which software)

We envision the vendor using a third party software such as EZ Fare. However, we are open to other solutions.

4. Related to the mobile ticketing question above, if mobile ticketing is not implemented until December 31, 2024, what method of payment(s) will Warren County ask vendors to utilize in the first year of this contract?

We will use our current method: Passengers may pay the driver with cash (using exact change) or give the driver a paper ticket each time they board a bus. Tickets may be purchased in advance through our office using cash, check, or credit card.

Because of the demographic and personality of our passengers, we will not abandon the cash/ticket method even after we implement mobile ticketing. The mobile ticketing will be an additional option for passengers.

5. Can you please confirm if any of the provided forms have to be submitted by a subcontractor?
E.g. RFP P.74_76.

Those forms do not need to be submitted with the proposal, but the proposer, by submitting a proposal, is agreeing that they will bind their subcontractors to the same terms.

6. In the sample contract provided on RFP P. 51, it notes that "The Service Provider shall provide services under this contract for costs, in accordance with the Services Provider's budget, incorporated herewith by reference, in an amount not to exceed \$980,000." Can you please clarify if the budget for this project is capped at \$980,000? We multiplied \$35.46 that Addendum 2 said you currently pay for service by the estimated 30,000 annual hours and got \$1,063,800, so any clarification on that \$980,000 figure would be most appreciated.

This year's contract with our service provider was amended mid year to raise the hourly rate. Therefore, the hours do not add up. We anticipate next year's budget being approximately \$980,000.00.

7. Please provide the name of the current contractor.

Universal Transportation Systems, aka UTS

8. Will the City please extend the due date by two weeks in order to ensure that questions are answered and incorporated in the bid proposal?

No, the due date will not be extended.

9. Are the current employees/ operators represented by a collective bargaining unit? If so, please provide name and contact information, In addition please provide the current Collective Bargaining Agreement (CBA).

The company we contract with is a private company and this information is not public record.

10. Please provide an operator seniority list including current wages

The company we contract with is a private company and this information is not public record.

11. Please provide the volume of hours on which proposers should base their proposals for each component (on-demand, demand response, flex route) Please describe plans, if any, for any changes to the volume of hours in the next 12 months.

Please see page 35 of the RFP "Assumptions."

We do not currently offer on-demand trips. Currently, flex routes account for 5% of our demand response service. We are open to increasing that amount based on need.

Volume of hours is based on funding availability. Our current contract is for \$980,000 and we anticipate next year's contracting being similar.

12. Has service experienced problems due to driver shortages? If so, please explain.

Yes, our service provider experienced a driver shortage in 2022 and the first half of 2023. Our contract was amended mid year to provide additional funds so they could raise the drivers' hourly wage.

13. For the purposes of insurance and wage costing, please provide the current revenue miles and revenue hours; current total miles and total hours; and current deadhead miles and deadhead hours for the provision of these services for the past 3 years.

	2020	2021	2022
Rev Miles	293,738	345,369	393,462
Total Miles	346,579	400,595	441,212
Rev Hours	21,606	24,601	24,837
Total Hours	24,739	28,123	28,498

14. Please provide the current performance achieved in each of the services. (Passengers per hour, per mile, on-time performance, cost per passenger-per mile)

This data is not presently available.

15. Please provide the number of daily passengers.

Information is included in attached invoices.

16. How many vehicles will be required to perform services? How many vehicles are currently being used by the current contractor? The RFP states that currently you need 14 vehicles during peak. Is this correct?

Currently, there are 19 buses. We use 14-16 buses during peak.

17. Please provide the specifications of the vehicles for the service.

See Exhibit 1, page 43 of RFP.

18. Please provide the peak vehicles for weekdays, Saturday and Sunday and the average daily pullout.

Service does not operate on weekends.

19. Please indicate whether the contractor will have to provide a support/road supervisor vehicle.

No, contractor does not have to provide such vehicle.

20. Please provide 12 months of invoices (current contract)

Attached.

21. What is the City's budget amount for this contract?

See #6 above.

22. Please provide 1-year worth of assessments/Liquidated damages against the current contractor.

Nothing to report.

23. Please clarify that there are no performance/ payment bonds for this project.

None are listed in the RFP.

24. For this type of service, an insurance umbrella of \$10 million dollars seems excessive and punitive to smaller companies, this amount would discourage smaller companies (DBE's) from bidding on this contract. Please lower requirement to \$2 million dollars.

Please see Addendum #1.

Universal Transportation Systems LLC
dba U.T.S.
9900 Princeton Glendale Rd
West Chester, Ohio 45246

Date 8/1/2022

Warren County Commissioners
Attn: Susanne Mason
406 Justice Drive
Lebanon, Ohio 45036

Invoice # 7/30/2022
PO #

Revenue Hours	Hourly Rate	Total
2,077.46	\$32.15	\$ 66,790.34

I hereby certify that the above information is correct to the best of my knowledge and the documentation for project operating data are being retained in the project file.

Signature of Project Applicant

Date

TRANSIT REVENUE HOURS BY DRIVER BY DATE JULY 2022

Sum of Rev Hours DRIVER:	Column Labels																											
	7/1	7/5	7/6	7/7	7/8	7/11	7/12	7/13	7/14	7/15	7/18	7/19	7/20	7/21	7/22	7/25	7/26	7/27	7/28	7/29	Grand Total							
Name Redacted	10.50	8.90	0.00	7.43	10.07	9.15	9.43	5.88	9.48	2.53	8.48	9.27	9.77	9.53	10.33	1.75	0.00	0.00	0.00	0.00	0.00	122.50						
Name Redacted	8.92	9.50	9.42	9.47	10.27	10.18	9.50	10.25	9.50	10.00	9.98	9.48	6.58	0.00	0.00	0.00	0.00	0.00	9.50	10.25	142.80							
Name Redacted	9.43	8.93	8.68	9.75	9.63	9.47	0.00	9.85	10.60	8.60	9.13	9.85	8.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.97							
Name Redacted	6.58	7.43	5.03	6.90	5.73	0.00	0.00	6.25	6.00	4.12	5.27	5.92	6.75	5.57	0.00	2.70	0.00	6.42	7.02	6.75	94.44							
Name Redacted	8.97	8.00	0.00	0.00	0.00	0.00	7.92	8.93	0.00	0.00	6.50	6.92	8.92	9.17	5.28	0.00	4.72	9.37	10.00	9.67	104.37							
Name Redacted	0.00	6.75	0.00	2.50	0.00	0.00	7.45	0.00	0.00	0.00	0.00	0.00	7.77	0.00	7.75	0.00	0.00	7.70	0.00	0.00	39.92							
Name Redacted	9.67	9.00	9.00	9.42	8.92	9.00	9.00	9.17	8.92	10.50	9.25	8.50	9.00	7.67	8.75	9.17	9.25	9.17	9.17	9.75	182.28							
Name Redacted	7.75	0.00	6.52	7.02	7.35	0.00	0.00	7.72	7.42	8.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.07	8.82	8.03	76.77							
Name Redacted	10.30	8.42	8.80	9.52	9.43	9.47	8.87	6.37	9.50	9.43	10.70	9.50	9.43	8.97	9.13	9.07	8.77	8.20	0.00	9.60	173.48							
Name Redacted	8.70	8.20	0.00	0.00	9.43	10.40	0.00	5.13	0.00	4.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.98							
Name Redacted	8.02	0.00	9.68	0.00	8.40	8.93	10.15	10.25	9.17	10.88	8.80	9.42	8.73	11.43	9.78	9.62	10.90	9.27	9.43	11.32	174.18							
Name Redacted	9.03	0.00	8.13	4.27	8.72	9.57	6.37	0.00	0.00	0.00	0.00	8.75	8.65	9.35	9.92	0.00	9.02	9.73	9.05	10.27	120.83							
Name Redacted	0.00	0.00	5.35	5.57	5.20	4.52	5.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.50	4.38	4.58	4.92	12.75	58.10							
Name Redacted	10.47	11.72	11.08	6.03	0.00	11.43	11.63	11.10	11.33	10.13	11.33	10.82	10.03	10.15	10.78	10.27	10.50	10.40	10.40	10.48	200.08							
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.32	9.90	9.27	8.77	10.85	9.72	9.73	68.56							
Name Redacted	10.42	9.30	5.25	0.00	0.00	0.00	8.25	5.80	8.93	10.28	9.80	0.00	6.75	8.87	11.08	9.75	10.42	8.58	9.00	0.00	132.48							
Name Redacted	0.00	9.12	9.12	8.18	7.12	8.95	8.43	9.18	8.23	0.00	9.10	8.32	8.32	5.25	6.25	8.88	7.13	8.87	6.92	0.00	137.37							
Name Redacted	0.00	0.00	9.62	0.00	4.97	9.47	7.62	9.22	0.00	0.00	8.95	9.00	6.00	0.00	0.00	7.92	9.73	8.85	0.00	0.00	91.35							
Grand Total	118.76	105.27	105.68	86.06	105.24	110.54	109.95	115.10	99.08	88.66	107.29	105.75	114.75	96.28	98.95	83.90	93.59	120.06	103.95	108.60	2077.46							

JULY TRANSIT HOURS DATA

ROUTE:	Sum of Lunch	Sum of Gross Hours	Sum of Rev Hours	Sum of Payroll
WCTS 1	0.0	0.0	0.0	0.0
WCTS 2	0.0	0.0	0.0	0.0
WCTS 3	7.5	177.3	151.0	169.8
WCTS 4	8.0	193.4	165.3	185.4
WCTS 5	4.0	131.5	112.0	127.5
WCTS 6	0.0	47.0	39.9	47.0
WCTS 7	10.0	215.5	182.3	205.5
WCTS 8	0.5	89.3	76.8	88.8
WCTS 9	7.0	172.5	138.3	165.5
WCTS 10	5.8	145.7	121.6	140.0
WCTS 11	5.5	137.4	114.5	131.9
WCTS 12	4.0	129.2	94.4	125.2
WCTS 13	0.5	10.9	8.9	10.4
WCTS 14	6.0	135.7	113.8	129.7
WCTS 15	8.5	229.2	197.9	220.7
WCTS 16	3.5	127.9	104.4	124.4
WCTS 17	7.5	134.9	109.4	127.4
WCTS 18	11.0	155.2	137.2	144.2
WCTS 19	1.5	79.8	65.9	78.3
WCTS 20	7.5	169.8	144.2	162.3
WCTS 21	0.0	0.0	0.0	0.0
WCTS 22	0.0	0.0	0.0	0.0
WCTS 23	0.0	0.0	0.0	0.0
WCTS 24	0.0	0.0	0.0	0.0
WCTS 25	0.0	0.0	0.0	0.0
Grand Total	98.3	2482.1	2077.4	2383.9

JULY TRANSIT PASSENGER & TICKET DATA

ROUTE:	Sum of WCDD	PASS Count	Sum of PCA	Sum of WCHS	Sum of Vaccine	Sum of WCSSE	Sum of WCSCS	Sum of WCHS	Sum of G	Sum of GREEN	Sum of BLUE	Sum of Loop \$1.50	Sum of Loop \$3.00	Sum of \$1.50	Sum of \$3.00	Sum of \$5	Sum of \$10	Sum of total tx	Sum of TOTAL Cash
WCTS 1		0																0	\$0.00
WCTS 2		0																0	\$0.00
WCTS 3	99	233	0	0	16	0	0	0	0	2	36	0	0	38	42	1	0	31	\$188.00
WCTS 4	0	237	20	0	4	0	0	0	0	8	29	0	6	86	87	1	0	37	\$413.00
WCTS 5	0	149	6	0	21	0	0	0	0	9	33	2	3	27	47	0	0	42	\$193.50
WCTS 6	0	98	1	0	2	0	0	0	0	7	15	47	11	16	8	0	0	22	\$151.50
WCTS 7	114	262	9	0	5	0	0	0	0	5	35	0	0	37	57	1	2	39	\$251.50
WCTS 8	1	161	0	0	5	0	0	0	0	7	24	44	32	27	20	2	1	31	\$282.50
WCTS 9	1	176	1	0	2	0	0	0	0	6	39	0	0	63	57	0	0	45	\$265.50
WCTS 10	7	183	1	0	5	0	0	0	0	0	7	5	0	118	19	0	0	7	\$241.50
WCTS 11	0	148	0	0	21	0	0	0	0	2	31	4	2	49	35	0	1	35	\$200.50
WCTS 12	0	123	1	0	1	0	0	0	0	3	21	0	0	49	47	0	0	24	\$214.50
WCTS 13	0	11	0	0	2	0	0	0	0	0	4	0	0	2	3	0	0	4	\$12.00
WCTS 14	4	140	0	0	21	0	0	0	0	3	22	0	0	61	30	0	2	25	\$201.50
WCTS 15	8	263	4	0	15	0	0	0	0	14	30	0	0	102	85	4	0	44	\$428.00
WCTS 16	2	129	0	4	9	0	2	2	2	5	24	17	4	37	30	2	0	31	\$193.00
WCTS 17	29	133	0	0	2	0	0	0	0	1	32	0	0	35	34	0	0	33	\$154.50
WCTS 18	3	160	0	2	4	0	0	0	0	3	42	0	0	47	57	0	0	45	\$241.50
WCTS 19	1	93	0	0	3	0	0	0	0	4	21	0	0	28	36	0	0	25	\$150.00
WCTS 20	4	201	3	0	10	0	0	0	0	5	39	0	0	50	94	0	0	44	\$357.00
WCTS 21		0																0	\$0.00
WCTS 22		0																0	\$0.00
WCTS 23		0																0	\$0.00
WCTS 24		0																0	\$0.00
WCTS 25		0																0	\$0.00
Grand Total	273	2900	46	6	148	0	2	2	2	84	484	119	58	872	788	11	6	564	\$4,139.50

\$1.50 x \$1.50 = \$2.25
 \$3.00 x \$3.00 = \$9.00
 \$5.00 x \$5.00 = \$25.00
 \$10.00 x \$10.00 = \$100.00
 \$178.50 x \$1.50 = \$267.75
 \$174.00 x \$3.00 = \$522.00
 \$1,308.00 x \$1.50 = \$1,962.00
 \$2,364.00 x \$3.00 = \$7,092.00
 \$55.00 x \$5.00 = \$275.00
 \$60.00 x \$10.00 = \$600.00
 \$60.00 x \$1.50 = \$90.00
 \$50.00 x \$5.00 = \$250.00
 \$50.00 x \$10.00 = \$500.00
 \$60.00 x \$1.50 = \$90.00
 \$60.00 x \$3.00 = \$180.00
 \$60.00 x \$5.00 = \$300.00
 \$60.00 x \$10.00 = \$600.00
 \$60.00 x \$1.50 = \$90.00
 \$60.00 x \$3.00 = \$180.00
 \$60.00 x \$5.00 = \$300.00
 \$60.00 x \$10.00 = \$600.00

JULY MILAGE DATA

ROUTE:	Sum of Rev Mileage	Sum of Total Mileage	Sum of Mileage Diff
WCTS 1	0	0	0
WCTS 2	0	0	0
WCTS 3	2,784	3,159	375
WCTS 4	2,111	2,543	432
WCTS 5	2,061	2,339	278
WCTS 6	485	548	63
WCTS 7	3,255	3,693	438
WCTS 8	1,010	1,177	167
WCTS 9	2,208	2,592	384
WCTS 10	1,260	1,511	251
WCTS 11	1,701	2,007	306
WCTS 12	1,493	1,870	377
WCTS 13	176	207	31
WCTS 14	1,680	1,937	257
WCTS 15	2,624	2,956	332
WCTS 16	1,433	1,794	361
WCTS 17	1,531	1,832	301
WCTS 18	2,096	2,410	314
WCTS 19	1,036	1,327	291
WCTS 20	2,451	2,898	447
WCTS 21	0	0	0
WCTS 22	0	0	0
WCTS 23	0	0	0
WCTS 24	0	0	0
WCTS 25	0	0	0
Grand Total	31,395	36,800	5,405

Universal Transportation Systems LLC
dba U.T.S.
9900 Princeton Glendale Rd
West Chester, Ohio 45246

Date 9/1/2022

Warren County Commissioners
Attn: Susanne Mason
406 Justice Drive
Lebanon, Ohio 45036

Invoice # 8/31/2022
PO #

Revenue	Hours	Hourly Rate	Total
	2,376.06	\$32.15	\$ 76,390.33

I hereby certify that the above information is correct to the best of my knowledge and the documentation for project operating data are being retained in the project file.

Signature of Project Applicant

Date

TRANSIT REVENUE HOURS BY DRIVER BY DATE AUGUST 2022

Sum of Rev Hours DRIVER:	Column Labels																														
	8/1	8/2	8/3	8/4	8/5	8/8	8/9	8/10	8/11	8/12	8/15	8/16	8/17	8/18	8/19	8/22	8/23	8/24	8/25	8/26	8/29	8/30	8/31	Grand Total							
Name Redacted	10.25	10.25	9.25	7.95	9.92	10.25	9.53	8.75	10.25	9.95	10.33	5.25	6.67	9.52	8.75	9.00	9.92	9.33	9.50	8.92	8.33	9.62	8.00	209.49							
Name Redacted	0.00	4.63	5.42	6.22	3.07	0.00	0.00	6.47	0.00	0.00	0.00	6.92	6.83	6.40	0.00	0.00	5.43	6.08	5.42	7.18	0.00	6.07	6.23	82.37							
Name Redacted	3.50	9.25	9.67	9.60	6.42	0.00	0.00	0.00	0.00	0.00	0.00	8.75	11.25	9.42	8.58	10.75	10.83	7.83	7.25	7.72	7.73	5.67	6.35	140.57							
Name Redacted	0.00	7.38	0.00	0.00	0.00	0.00	7.78	0.00	0.00	7.77	0.00	0.00	7.50	7.47	0.00	8.33	7.45	0.00	0.00	0.00	7.45	7.45	0.00	68.58							
Name Redacted	8.67	10.67	8.83	9.25	8.83	8.00	9.33	10.17	10.25	10.42	9.25	8.83	9.00	9.08	11.00	0.00	10.58	9.58	9.58	7.42	10.25	8.83	10.75	208.57							
Name Redacted	6.28	0.00	6.58	8.82	7.78	0.00	0.00	7.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.15	45.03							
Name Redacted	9.72	9.18	8.88	8.57	9.32	8.92	9.52	9.48	9.55	9.37	9.77	8.72	9.10	9.32	9.60	8.72	9.60	9.58	9.70	10.72	10.27	9.65	10.25	217.51							
Name Redacted	11.15	10.25	9.03	9.35	10.18	9.92	0.00	0.00	0.00	0.00	0.00	0.00	8.15	8.57	9.57	9.92	10.37	10.07	9.72	9.60	9.28	9.63	9.57	164.33							
Name Redacted	0.00	0.00	0.00	0.00	0.00	8.80	0.00	6.32	0.00	6.58	0.00	0.00	5.47	0.00	4.12	2.23	0.00	3.83	0.00	0.00	0.00	0.00	0.00	37.35							
Name Redacted	0.00	7.00	8.00	7.83	9.68	0.00	9.83	9.67	10.33	9.02	0.00	8.98	10.67	9.25	9.60	0.00	8.30	9.92	10.00	9.33	0.00	0.00	0.00	156.48							
Name Redacted	4.72	4.48	5.62	4.75	0.53	0.00	0.00	0.00	0.00	0.00	5.58	7.25	5.08	5.08	6.33	4.00	0.00	5.75	5.67	5.97	5.33	5.92	5.50	87.56							
Name Redacted	11.15	9.93	10.05	0.00	0.00	10.88	11.52	11.50	11.05	11.22	10.30	12.12	9.03	10.08	11.37	10.02	11.33	10.75	10.27	10.87	10.35	10.02	9.57	223.38							
Name Redacted	9.48	10.00	10.20	7.77	10.27	9.60	10.23	10.22	8.55	9.22	10.22	9.63	7.65	8.48	10.83	10.08	8.33	9.73	8.50	9.45	9.33	9.72	9.53	217.02							
Name Redacted	8.93	4.50	9.17	10.58	11.58	10.75	9.98	9.70	10.50	10.30	9.78	8.73	6.18	9.75	9.78	11.00	10.95	11.15	10.18	11.03	10.50	10.92	10.45	226.39							
Name Redacted	0.00	8.43	8.98	8.83	8.08	9.08	9.57	9.02	9.43	0.00	8.72	5.52	8.92	8.92	0.00	6.55	8.67	7.32	6.15	0.00	0.00	8.33	8.88	149.40							
Name Redacted	9.62	9.73	8.77	0.00	0.00	8.80	9.73	9.12	0.00	0.00	9.88	10.02	8.62	0.00	0.00	9.52	9.70	9.22	0.00	0.00	9.80	9.18	10.32	142.03							
Grand Total	93.47	115.68	118.45	99.52	95.66	95.00	97.02	107.84	79.91	83.85	83.83	100.72	120.12	111.34	99.53	100.12	121.46	120.14	101.94	98.21	98.62	111.01	122.62	2376.06							

AUGUST TRANSIT HOURS DATA

ROUTE:	Sum of Lunch	Sum of Gross Hours	Sum of Rev Hours	Sum of Payroll
WCTS 1	0.0	0.0	0.0	0.0
WCTS 2	0.0	0.0	0.0	0.0
WCTS 3	11.0	245.2	209.5	234.2
WCTS 4	11.5	253.1	217.5	241.6
WCTS 5	0.0	0.0	0.0	0.0
WCTS 6	0.0	78.8	68.6	78.8
WCTS 7	10.0	244.2	208.6	234.2
WCTS 8	0.5	52.6	45.0	52.1
WCTS 9	5.1	110.9	87.1	105.8
WCTS 10	5.3	99.0	78.0	93.8
WCTS 11	11.5	258.5	217.0	247.0
WCTS 12	2.5	108.7	82.4	106.2
WCTS 13	0.0	0.0	0.0	0.0
WCTS 14	7.2	169.6	142.0	162.4
WCTS 15	10.0	259.1	223.4	249.1
WCTS 16	5.5	197.7	162.3	192.2
WCTS 17	8.5	188.7	156.5	180.2
WCTS 18	10.5	264.8	226.4	254.3
WCTS 19	2.0	112.1	87.6	110.1
WCTS 20	8.0	193.3	164.3	185.3
WCTS 21	0.0	0.0	0.0	0.0
WCTS 22	0.0	0.0	0.0	0.0
WCTS 23	0.0	0.0	0.0	0.0
WCTS 24	0.0	0.0	0.0	0.0
WCTS 25	0.0	0.0	0.0	0.0
Grand Total	109.0	2835.9	2376.1	2727.0

AUGUST TRANSIT PASSENGER & TICKET DATA

ROUTE:	Sum of WCDD	PASS Count	Sum of PCA	Sum of WCHS	Sum of Vaccine	Sum of WCSSE	Sum of WCSCS	Sum of WCHS	Sum of G	Sum of GREEN	Sum of BLUE	Sum of Loop \$1.50	Sum of Loop \$3.00	Sum of \$1.50	Sum of \$3.00	Sum of \$5	Sum of \$10	Sum of total tx	Sum of TOTAL Cash
WCTS 1		0																0	\$0.00
WCTS 2		0																0	\$0.00
WCTS 3	49	292	1	0	38	0	0	0	0	3	79	0	0	76	59	0	0	82	\$291.00
WCTS 4	2	331	14	0	59	0	0	0	0	1	15	0	0	91	177	0	0	16	\$667.50
WCTS 5		0																0	\$0.00
WCTS 6	0	152	0	1	10	0	0	0	0	0	13	83	17	22	15	0	0	13	\$253.50
WCTS 7	41	278	2	0	46	0	0	0	0	0	61	0	0	60	77	2	0	61	\$331.00
WCTS 8	0	94	3	0	10	0	0	0	0	1	14	20	10	24	10	2	0	15	\$136.00
WCTS 9	4	135	0	0	11	0	0	0	0	1	16	6	0	71	18	0	0	17	\$169.50
WCTS 10	0	122	2	0	13	0	0	0	0	1	13	0	0	72	21	0	0	14	\$171.00
WCTS 11	5	259	12	0	53	0	0	0	0	6	45	0	0	62	75	2	0	51	\$328.00
WCTS 12	0	122	2	0	2	0	0	0	0	1	23	0	0	38	50	0	0	24	\$207.00
WCTS 13		0																0	\$0.00
WCTS 14	1	175	0	0	31	0	0	1	2	40	0	0	0	51	51	1	0	43	\$234.50
WCTS 15	6	339	1	0	40	12	0	0	4	69	0	0	0	109	83	4	0	73	\$432.50
WCTS 16	0	248	7	36	47	0	0	0	3	45	0	0	0	78	71	1	0	49	\$335.00
WCTS 17	10	203	2	0	29	0	0	0	2	42	0	0	0	53	61	2	0	44	\$272.50
WCTS 18	0	349	1	0	39	103	0	0	1	69	0	4	0	82	67	0	1	70	\$346.00
WCTS 19	0	131	0	0	18	0	0	0	2	33	0	0	0	44	47	0	0	35	\$207.00
WCTS 20	0	224	0	0	44	0	0	0	0	11	62	0	0	53	69	0	0	57	\$286.50
WCTS 21		0																0	\$0.00
WCTS 22		0																0	\$0.00
WCTS 23		0																0	\$0.00
WCTS 24		0																0	\$0.00
WCTS 25		0																0	\$0.00
Grand Total	118	3454	47	37	490	115	0	1	39	639	109	31	951	986	14	1	664	\$4,668.50	

\$1.50 \$3.00 \$1.50 \$3.00 \$5.00 \$10.00
 x \$1.50 x \$3 x \$1.5 x \$3 x \$5 x \$10
 \$163.50 \$93.00 \$1,479.00 \$2,853.00 \$70.00 \$10.00 = 4668.5

AUGUST MILAGE DATA

ROUTE:	Sum of Rev Mileage	Sum of Total Mileage	Sum of Mileage Diff
WCTS 1	0	0	0
WCTS 2	0	0	0
WCTS 3	3,399	3,882	483
WCTS 4	3,298	3,830	532
WCTS 5	0	0	0
WCTS 6	920	1,081	161
WCTS 7	3,903	4,341	438
WCTS 8	765	870	105
WCTS 9	1,111	1,382	271
WCTS 10	928	1,100	172
WCTS 11	3,814	4,343	529
WCTS 12	1,459	1,775	316
WCTS 13	0	0	0
WCTS 14	2,506	2,889	383
WCTS 15	3,843	4,215	372
WCTS 16	2,777	3,340	563
WCTS 17	2,704	3,074	370
WCTS 18	4,136	4,561	425
WCTS 19	1,368	1,707	339
WCTS 20	2,705	2,975	270
WCTS 21	0	0	0
WCTS 22	0	0	0
WCTS 23	0	0	0
WCTS 24	0	0	0
WCTS 25	0	0	0
Grand Total	39,636	45,365	5,729

Universal Transportation Systems LLC
dba U.T.S.
9900 Princeton Glendale Rd
West Chester, Ohio 45246

Date 9/3/2022

Warren County Commissioners
Attn: Susanne Mason
406 Justice Drive
Lebanon, Ohio 45036

Invoice # 9/30/2022
PO #

Revenue	Hours	Hourly Rate	Total
	2,049.74	\$32.15	\$ 65,899.14

I hereby certify that the above information is correct to the best of my knowledge and the documentation for project operating data are being retained in the project file.

Signature of Project Applicant

Date

TRANSIT REVENUE HOURS BY DRIVER BY DATE SEPTEMBER 2022

Sum of Rev Hours		Column Labels																											
DRIVER:	9/1	9/2	9/6	9/7	9/8	9/9	9/12	9/13	9/14	9/15	9/16	9/19	9/20	9/21	9/22	9/23	9/26	9/27	9/28	9/29	9/30	Grand Total							
Name Redacted	9.92	9.00	10.08	8.67	10.00	9.00	8.98	9.02	8.50	8.42	8.50	9.25	8.23	9.17	8.75	9.08	10.75	9.92	5.83	9.22	10.25	190.54							
Name Redacted	4.83	5.48	5.72	7.13	5.52	6.30	0.00	5.50	5.03	0.00	0.00	4.92	6.73	4.68	5.20	6.25	0.00	6.92	6.02	0.00	3.40	89.63							
Name Redacted	5.90	2.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.50							
Name Redacted	0.00	7.62	7.45	0.00	0.00	7.63	7.45	0.00	0.00	0.00	7.47	7.67	0.00	0.00	0.00	7.50	7.70	0.00	0.00	0.00	7.92	68.41							
Name Redacted	7.67	7.25	9.33	9.33	9.92	9.92	9.67	9.33	7.08	10.33	10.08	7.08	8.83	9.67	9.17	8.58	8.33	8.42	8.50	9.75	11.08	189.32							
Name Redacted	7.77	7.57	0.00	9.52	8.42	7.80	0.00	0.00	8.08	7.23	6.55	0.00	0.00	7.42	8.17	8.45	0.00	0.00	8.70	7.87	7.60	111.15							
Name Redacted	9.80	10.57	10.00	10.82	10.38	0.00	9.57	10.67	9.88	9.48	10.30	8.98	9.93	10.03	7.22	8.95	9.50	10.20	9.22	9.47	10.73	195.70							
Name Redacted	9.62	8.60	11.15	9.83	9.67	8.25	10.12	10.22	9.00	8.52	10.62	9.22	8.43	7.78	8.35	9.75	8.88	0.00	0.00	0.00	0.00	158.01							
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.87	10.27	7.18	26.32							
Name Redacted	6.77	9.12	0.00	8.18	9.38	9.78	0.00	0.00	8.83	9.33	6.82	0.00	6.83	7.15	7.25	5.22	5.63	0.00	7.10	6.58	7.72	121.69							
Name Redacted	0.00	0.00	0.00	6.33	4.83	5.58	0.00	5.78	4.28	4.33	5.50	6.17	5.50	0.00	6.25	5.75	5.83	6.17	6.58	3.58	0.00	82.46							
Name Redacted	10.12	10.63	10.67	0.00	0.00	0.00	10.43	10.57	10.57	11.48	10.88	10.38	9.98	10.37	10.03	10.37	10.30	8.95	10.45	10.12	10.47	186.77							
Name Redacted	8.95	9.83	0.00	0.00	0.00	0.00	9.50	8.52	9.43	9.63	9.57	9.95	9.07	8.38	9.82	9.75	9.15	8.02	9.92	8.60	9.58	157.67							
Name Redacted	8.87	10.42	10.25	10.58	8.72	11.17	10.22	11.00	6.78	11.07	5.57	11.08	10.48	11.05	10.22	10.22	9.97	10.02	9.92	10.58	9.92	208.11							
Name Redacted	8.75	0.00	9.08	9.15	8.18	9.03	9.13	0.00	9.05	8.58	0.00	8.92	9.10	8.83	6.18	0.00	7.78	9.32	9.68	8.60	6.40	145.76							
Name Redacted	0.00	0.00	8.82	9.00	9.87	0.00	8.47	9.35	9.20	0.00	0.00	6.43	9.13	7.72	0.00	0.00	9.73	9.25	8.73	0.00	0.00	105.70							
Grand Total	98.97	99.02	92.55	98.54	94.89	84.46	93.54	89.96	105.71	98.40	95.53	100.05	102.24	102.25	96.61	99.87	103.55	87.19	109.52	94.64	102.25	2049.74							

SEPTEMBER TRANSIT HOURS DATA

ROUTE:	Sum of Lunch	Sum of Gross Hours	Sum of Rev Hours	Sum of Payroll
WCTS 1	0.0	0.0	0.0	0.0
WCTS 2	0.0	0.0	0.0	0.0
WCTS 3	10.0	223.2	190.5	213.2
WCTS 4	9.5	225.6	195.7	216.1
WCTS 5	0.0	0.0	0.0	0.0
WCTS 6	0.0	78.6	68.4	78.6
WCTS 7	9.5	224.3	189.3	214.8
WCTS 8	0.0	133.3	111.1	133.3
WCTS 9	0.0	0.0	0.0	0.0
WCTS 10	8.3	175.3	145.8	167.0
WCTS 11	8.5	187.0	157.7	178.5
WCTS 12	3.8	119.6	89.6	115.8
WCTS 13	0.0	0.0	0.0	0.0
WCTS 14	5.9	129.2	105.7	123.2
WCTS 15	8.5	218.3	186.8	209.8
WCTS 16	0.5	17.0	12.5	16.5
WCTS 17	6.0	149.8	121.7	143.8
WCTS 18	10.0	244.4	208.1	234.4
WCTS 19	2.8	106.1	82.5	103.3
WCTS 20	9.5	224.1	184.3	214.6
WCTS 21	0.0	0.0	0.0	0.0
WCTS 22	0.0	0.0	0.0	0.0
WCTS 23	0.0	0.0	0.0	0.0
WCTS 24	0.0	0.0	0.0	0.0
WCTS 25	0.0	0.0	0.0	0.0
Grand Total	92.7	2455.6	2049.7	2362.9

ROUTE:	Sum of WCDD	PASS Count	Sum of PCA	Sum of WCHS	Sum of Vaccine	Sum of WCSSE	Sum of WCSCS	Sum of G WCHS	Sum of GREEN	Sum of BLUE	Sum of Loop \$1.50	Sum of Loop \$3.00	Sum of \$1.50	Sum of \$3.00	Sum of \$5	Sum of \$10	Sum of total tx	Sum of TOTAL Cash
WCTS 1		0															0	\$0.00
WCTS 2		0															0	\$0.00
WCTS 3	0	275	1	0	72	0	0	0	5	52	0	0	91	53	0	1	57	\$305.50
WCTS 4	0	345	7	0	45	0	0	0	3	7	0	0	96	182	1	0	10	\$695.00
WCTS 5		0															0	\$0.00
WCTS 6	0	208	0	0	34	0	0	0	0	20	118	15	14	9	1	0	20	\$275.00
WCTS 7	0	276	7	0	43	0	0	0	6	61	0	0	77	81	0	0	67	\$358.50
WCTS 8	0	199	3	0	21	0	0	0	6	16	26	16	68	43	0	0	22	\$318.00
WCTS 9		0															0	\$0.00
WCTS 10	0	226	0	0	23	0	0	0	2	29	0	0	129	44	1	0	31	\$330.50
WCTS 11	0	207	2	0	34	0	0	0	1	47	0	0	57	62	0	0	48	\$271.50
WCTS 12	0	130	2	0	3	0	0	0	2	14	4	7	59	31	0	0	16	\$208.50
WCTS 13		0															0	\$0.00
WCTS 14	0	147	0	0	43	0	0	0	3	27	0	0	42	32	0	0	30	\$159.00
WCTS 15	2	261	0	0	43	6	0	0	3	43	0	0	92	70	1	0	46	\$353.00
WCTS 16	0	21	0	0	4	0	0	0	1	3	0	0	9	4	0	0	4	\$25.50
WCTS 17	0	158	3	0	31	0	0	0	2	28	0	0	41	53	0	0	30	\$220.50
WCTS 18	0	330	0	0	20	112	0	0	1	62	0	0	65	63	0	0	63	\$286.50
WCTS 19	0	151	1	0	21	0	0	0	7	16	0	0	56	37	0	0	23	\$195.00
WCTS 20	0	260	3	0	78	0	0	0	6	62	0	0	80	61	0	0	68	\$303.00
WCTS 21		0															0	\$0.00
WCTS 22		0															0	\$0.00
WCTS 23		0															0	\$0.00
WCTS 24		0															0	\$0.00
WCTS 25		0															0	\$0.00
Grand Total	2	3194	29	0	515	118	0	0	48	487	148	38	976	825	4	1	535	\$4,305.00

\$1.50 x \$3.00 = \$3.00 \$1.50 x \$5.00 = \$7.50 \$1.50 x \$10.00 = \$15.00
 x \$1.50 x \$3 x \$5 x \$10
 \$222.00 \$114.00 \$1,464.00 \$2,475.00 \$20.00 \$10.00 = 4305

SEPTEMBER MILAGE DATA

ROUTE:	Sum of Rev Mileage	Sum of Total Mileage	Sum of Mileage Diff
WCTS 1	0	0	0
WCTS 2	0	0	0
WCTS 3	3,557	4,031	474
WCTS 4	2,986	3,472	486
WCTS 5	0	0	0
WCTS 6	972	1,132	160
WCTS 7	3,145	3,651	506
WCTS 8	1,819	2,223	404
WCTS 9	0	0	0
WCTS 10	1,750	2,149	399
WCTS 11	2,726	3,096	370
WCTS 12	1,455	1,804	349
WCTS 13	0	0	0
WCTS 14	1,880	2,227	347
WCTS 15	3,019	3,316	297
WCTS 16	217	281	64
WCTS 17	2,066	2,421	355
WCTS 18	3,672	4,065	393
WCTS 19	1,348	1,732	384
WCTS 20	3,228	3,726	498
WCTS 21	0	0	0
WCTS 22	0	0	0
WCTS 23	0	0	0
WCTS 24	0	0	0
WCTS 25	0	0	0
Grand Total	33,840	39,326	5,486

Universal Transportation Systems LLC
dba U.T.S.
9900 Princeton Glendale Rd
West Chester, Ohio 45246

Date 10/3/2022

Warren County Commissioners
Attn: Susanne Mason
406 Justice Drive
Lebanon, Ohio 45036

Invoice # 10/31/2022
PO # 80883

Revenue Hours	Hourly Rate	Total
2,252.9	\$32.15	\$ 72,430.74
Samsara units	Rate	
17	\$45.00	<u>\$ 765.00</u>
		\$ 73,195.74

I hereby certify that the above information is correct to the best of my knowledge and the documentation for project operating data are being retained in the project file.

Signature of Project Applicant

Date

TRANSIT REVENUE HOURS BY DRIVER BY DATE OCTOBER 2022

Sum of Rev Hours Column Labels

DRIVER:	10/3	10/4	10/5	10/6	10/7	10/10	10/11	10/12	10/13	10/14	10/17	10/18	10/19	10/20	10/21	10/24	10/25	10/26	10/27	10/28	10/31	Grand Total
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.43	0.00	9.38	9.18	10.35	10.35	8.55	8.55	9.28	10.33	9.92	94.32
Name Redacted	9.43	0.00	9.25	9.42	9.28	10.10	7.57	9.17	10.58	9.37	10.62	8.33	9.75	1.18	7.50	9.50	9.27	9.15	10.17	8.72	9.20	177.56
Name Redacted	4.10	4.75	6.33	3.70	6.25	0.00	6.68	6.30	6.60	7.60	0.00	6.53	6.12	5.25	5.78	0.00	0.00	6.47	0.00	0.00	3.27	85.73
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.30	0.00	0.00	0.00	0.00	5.30
Name Redacted	0.00	7.45	0.00	8.68	0.00	7.80	0.00	7.58	0.00	8.00	8.10	7.37	0.00	7.50	0.00	7.48	7.45	0.00	0.00	7.73	8.75	93.89
Name Redacted	9.33	7.92	8.42	9.67	9.17	9.00	9.83	10.00	10.33	9.25	0.00	0.00	0.00	9.42	10.17	9.83	9.42	8.75	9.67	9.17	9.67	169.02
Name Redacted	0.00	0.00	8.22	8.25	7.83	0.00	7.88	7.10	7.98	6.35	0.00	0.00	7.18	7.27	7.80	0.00	0.00	7.23	7.90	6.63	0.00	97.62
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.23	9.68	8.95	23.86
Name Redacted	9.00	9.53	9.17	9.17	9.07	9.55	8.85	9.22	9.52	8.82	9.08	9.18	9.58	10.13	9.18	10.00	8.98	10.28	9.28	9.85	9.50	196.94
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.75
Name Redacted	9.15	9.25	8.57	10.38	8.75	9.05	7.77	9.53	9.10	10.37	9.90	9.53	8.95	8.85	10.50	10.57	9.68	9.88	9.75	9.68	8.62	197.83
Name Redacted	0.00	7.67	7.02	8.20	6.22	0.00	8.28	8.87	7.55	8.07	0.00	7.65	8.58	8.92	8.72	0.00	8.73	9.55	9.50	7.90	0.00	131.43
Name Redacted	6.58	5.42	5.58	4.25	5.58	5.75	5.08	0.00	3.33	5.17	5.00	5.08	5.50	5.83	5.33	5.17	5.67	5.58	0.00	0.00	5.58	95.48
Name Redacted	10.33	10.42	10.52	10.65	10.92	10.92	10.40	11.27	10.53	10.40	10.85	10.33	11.18	10.55	11.43	11.53	10.50	10.17	10.17	10.47	10.28	223.82
Name Redacted	10.02	9.60	8.73	8.58	9.80	8.38	9.28	9.53	9.80	8.87	10.92	9.42	9.13	9.92	9.65	10.72	10.88	9.82	9.48	10.68	8.88	202.09
Name Redacted	10.77	11.10	10.97	10.73	10.77	10.02	11.12	6.90	9.93	10.98	10.07	11.10	10.70	0.00	5.88	8.32	11.15	10.52	10.92	9.93	9.83	201.71
Name Redacted	9.10	9.28	8.55	8.50	0.00	0.00	8.90	8.65	8.77	7.97	9.08	9.62	8.68	7.93	0.00	8.95	8.42	7.95	0.00	0.00	7.92	138.27
Name Redacted	8.65	7.22	6.75	0.00	0.00	9.92	8.62	9.93	0.00	0.00	8.63	9.87	9.07	0.00	0.00	9.37	9.80	9.57	0.00	0.00	9.88	117.28
Grand Total	96.46	99.61	108.08	110.18	93.64	90.49	110.26	114.05	104.02	111.22	100.68	104.01	113.80	102.68	102.29	111.79	123.80	123.47	101.35	110.77	120.25	2252.90

OCTOBER TRANSIT HOURS DATA

ROUTE:	Sum of Lunch	Sum of Gross Hours	Sum of Rev Hours	Sum of Payroll
WCTS 1	0.0	0.0	0.0	0.0
WCTS 2	0.0	2.5	0.8	2.5
WCTS 3	9.0	207.6	177.6	198.6
WCTS 4	10.0	229.9	197.0	219.9
WCTS 5	1.0	29.3	23.9	28.3
WCTS 6	0.0	108.9	93.9	108.9
WCTS 7	9.0	199.5	169.0	190.5
WCTS 8	1.0	117.1	97.6	116.1
WCTS 9	5.0	112.7	94.3	107.7
WCTS 10	8.0	167.4	138.3	159.4
WCTS 11	10.4	238.5	202.1	228.1
WCTS 12	2.3	112.3	85.7	110.0
WCTS 13	0.0	0.0	0.0	0.0
WCTS 14	9.3	146.9	117.3	137.7
WCTS 15	9.7	259.4	223.8	249.8
WCTS 16	2.0	8.5	5.3	6.5
WCTS 17	8.2	159.6	131.4	151.5
WCTS 18	8.0	234.6	201.7	226.6
WCTS 19	3.5	127.2	95.5	123.7
WCTS 20	9.0	236.7	197.8	227.7
WCTS 21	0.0	0.0	0.0	0.0
WCTS 22	0.0	0.0	0.0	0.0
WCTS 23	0.0	0.0	0.0	0.0
WCTS 24	0.0	0.0	0.0	0.0
WCTS 25	0.0	0.0	0.0	0.0
Grand Total	105.3	2698.5	2252.9	2593.2

OCTOBER TRANSIT PASSENGER & TICKET DATA

ROUTE:	Sum of WCDD	PASS Count	Sum of WCHS	Sum of Vaccine	Sum of WCSSE	Sum of WCSCS	Sum of G WCHS	Sum of GREEN	Sum of BLUE	Sum of Loop \$1.50	Sum of Loop \$3.00	Sum of \$1.50	Sum of \$3.00	Sum of \$5	Sum of \$10	Sum of total tx	Sum of TOTAL Cash
WCTS 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 2	0	5	0	0	5	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 3	0	256	2	80	0	0	0	4	53	8	4	77	38	1	0	53	\$258.50
WCTS 4	0	294	7	16	0	0	1	12	27	0	0	86	145	0	0	40	\$564.00
WCTS 5	0	31	0	2	0	0	0	1	3	0	0	13	11	0	0	4	\$52.50
WCTS 6	0	223	1	40	0	0	0	0	18	120	24	28	23	0	0	18	\$363.00
WCTS 7	0	241	12	29	0	0	0	16	40	0	0	60	84	0	0	56	\$342.00
WCTS 8	0	183	5	31	0	0	0	0	19	39	9	44	29	0	0	19	\$238.50
WCTS 9	0	126	0	0	0	0	1	2	14	0	7	31	36	1	0	17	\$180.50
WCTS 10	0	239	0	13	0	0	0	3	19	0	0	176	26	0	0	22	\$342.00
WCTS 11	0	291	5	57	0	0	0	3	47	0	0	76	102	1	0	50	\$425.00
WCTS 12	0	121	1	0	0	0	0	1	19	0	0	60	35	1	0	20	\$200.00
WCTS 13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 14	0	148	0	24	0	0	0	4	44	2	4	36	36	0	0	48	\$177.00
WCTS 15	0	333	2	59	5	0	0	1	56	0	0	116	96	1	0	57	\$467.00
WCTS 16	0	6	0	2	0	0	0	0	1	0	0	1	0	0	0	1	\$1.50
WCTS 17	0	142	1	33	0	0	1	4	38	0	0	42	34	0	0	43	\$165.00
WCTS 18	0	310	0	32	76	0	1	1	56	0	0	71	66	0	0	58	\$304.50
WCTS 19	3	176	1	15	0	0	0	2	27	0	0	73	33	0	0	29	\$208.50
WCTS 20	0	280	2	56	0	0	2	4	54	8	0	90	56	0	0	60	\$315.00
WCTS 21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Grand Total	3	3405	39	0	489	86	6	58	535	177	48	1080	850	5	0	595	\$4,604.50

\$1.50 \$3.00 \$1.50 \$3.00 \$5.00 \$10.00
 x \$1.50 x \$3 x \$1.5 x \$3 x \$5 x \$10
 \$265.50 \$144.00 \$1,620.00 \$2,550.00 \$25.00 \$0.00 = 4604.5

OCTOBER MILAGE DATA

ROUTE:	Sum of Rev Mileage	Sum of Total Mileage	Sum of Mileage Diff
WCTS 1	0	0	0
WCTS 2	14	45	31
WCTS 3	3,107	3,499	392
WCTS 4	2,850	3,362	512
WCTS 5	251	295	44
WCTS 6	1,504	1,722	218
WCTS 7	2,981	3,409	428
WCTS 8	1,535	1,847	312
WCTS 9	1,474	1,684	210
WCTS 10	1,684	1,941	257
WCTS 11	3,948	4,425	477
WCTS 12	1,351	1,709	358
WCTS 13	0	0	0
WCTS 14	2,293	2,670	377
WCTS 15	4,000	4,395	395
WCTS 16	58	82	24
WCTS 17	2,217	2,584	367
WCTS 18	3,789	4,141	352
WCTS 19	1,554	2,007	453
WCTS 20	3,525	4,018	493
WCTS 21	0	0	0
WCTS 22	0	0	0
WCTS 23	0	0	0
WCTS 24	0	0	0
WCTS 25	0	0	0
Grand Total	38,135	43,835	5,700

Universal Transportation Systems LLC
dba U.T.S.
9900 Princeton Glendale Rd
West Chester, Ohio 45246

Date 12/5/2022

Warren County Commissioners
Attn: Susanne Mason
406 Justice Drive
Lebanon, Ohio 45036

Invoice # 11/31/2022
PO #

NOV 1 - NOV 31, 2022

Revenue Hours	Hourly Rate	Total
1,977.07	\$32.15	\$ 63,562.80
Samsara units	Rate	
17	\$45.00	<u>\$ 765.00</u>
		\$ 64,327.80

I hereby certify that the above information is correct to the best of my knowledge and the documentation for project operating data are being retained in the project file.

Signature of Project Applicant Date

TRANSIT REVENUE HOURS BY DRIVER BY DATE NOVEMBER 2022

Sum of Rev Hours DRIVER:	Column Labels																													
	11/1	11/2	11/3	11/4	11/7	11/8	11/9	11/10	11/11	11/14	11/15	11/16	11/17	11/18	11/21	11/22	11/23	11/25	11/28	11/29	11/30	Grand Total								
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.47	10.02	10.78	0.00	0.00	0.00	10.38	45.48							
Name Redacted	5.43	9.47	10.42	8.37	9.65	10.08	9.50	9.73	9.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.10							
Name Redacted	4.95	5.95	5.92	6.22	0.00	6.17	6.18	5.50	0.00	5.42	4.83	5.30	4.83	6.00	5.15	3.23	3.70	0.00	0.00	0.00	5.12	4.72	89.19							
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.30							
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	8.53	0.00	0.00	0.00	7.25	9.10	0.00	8.25	0.00	0.00	0.00	7.45	0.00	0.00	8.58	8.08	57.24							
Name Redacted	9.83	9.92	9.50	8.25	9.33	9.17	9.58	10.00	10.58	10.25	9.25	9.33	10.67	10.58	10.25	9.33	10.67	10.08	10.25	10.25	10.25	9.00	206.07							
Name Redacted	0.00	7.00	6.90	7.82	0.00	0.00	7.23	6.92	7.70	0.00	0.00	8.30	7.92	7.03	0.00	0.00	7.68	6.93	0.00	0.00	7.32	88.75								
Name Redacted	10.72	11.38	8.72	10.65	7.32	10.52	0.00	10.60	10.78	0.00	10.68	10.72	10.33	10.77	0.00	9.55	9.37	9.20	10.98	10.50	10.52	183.31								
Name Redacted	9.93	8.95	9.17	9.17	8.87	10.40	10.58	10.92	10.08	9.12	10.43	9.35	10.35	9.13	10.67	10.43	10.45	0.00	9.90	10.43	10.42	198.75								
Name Redacted	0.00	9.93	9.88	10.53	10.13	10.82	8.92	9.72	9.92	11.23	10.50	10.25	10.05	10.50	7.28	10.85	10.03	10.38	7.87	11.48	6.83	197.10								
Name Redacted	0.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.85								
Name Redacted	9.10	8.62	7.52	8.93	0.00	0.00	8.40	7.67	7.58	0.00	0.00	0.00	7.47	7.93	0.00	8.75	7.38	0.00	0.00	8.00	7.78	105.13								
Name Redacted	5.33	6.08	4.17	5.75	5.50	5.83	5.75	6.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.67	4.83	0.00	4.17	0.00	4.58	62.83								
Name Redacted	10.37	11.10	11.27	10.60	11.32	10.93	10.27	10.75	11.63	11.13	6.12	0.00	0.00	0.00	0.00	11.43	11.20	10.45	11.73	11.18	9.63	181.11								
Name Redacted	9.35	8.48	10.03	10.28	10.32	9.92	10.63	8.43	10.47	10.50	10.33	10.52	10.30	10.18	11.82	10.53	10.57	10.35	10.67	10.18	10.33	214.19								
Name Redacted	9.05	8.95	8.88	0.00	8.83	8.55	9.08	8.73	0.00	9.78	8.80	9.42	10.17	8.08	7.08	0.00	0.00	0.00	9.42	9.17	8.10	142.09								
Name Redacted	10.55	10.45	0.00	0.00	9.22	9.03	10.18	0.00	0.00	9.83	10.28	8.67	0.00	0.00	10.35	9.43	8.22	0.00	10.37	0.00	0.00	116.58								
Grand Total	95.46	116.28	102.38	96.57	90.49	101.42	114.83	105.14	88.19	77.26	88.47	90.96	82.09	94.75	73.43	91.67	104.12	75.62	85.36	94.89	107.69	1977.07								

NOVEMBER TRANSIT HOURS DATA

ROUTE:	Sum of Lunch	Sum of Gross Hours	Sum of Rev Hours	Sum of Payroll
WCTS 1	0.0	0.0	0.0	0.0
WCTS 2	0.0	2.8	0.9	2.8
WCTS 3	8.9	201.3	173.8	192.4
WCTS 4	6.3	156.2	134.4	149.9
WCTS 5	7.5	193.6	162.3	186.1
WCTS 6	0.0	64.6	57.3	64.6
WCTS 7	10.5	242.3	206.1	231.8
WCTS 8	2.0	107.8	88.8	105.8
WCTS 9	6.0	137.8	114.8	131.8
WCTS 10	9.4	178.2	148.0	168.8
WCTS 11	8.4	212.0	177.7	203.6
WCTS 12	5.0	101.3	74.2	96.3
WCTS 13	1.0	22.4	19.0	21.4
WCTS 14	5.7	149.8	124.6	144.2
WCTS 15	6.4	177.2	154.2	170.8
WCTS 16	0.0	0.0	0.0	0.0
WCTS 17	5.0	101.1	81.5	96.1
WCTS 18	0.5	6.5	4.6	6.0
WCTS 19	7.4	158.4	125.2	151.0
WCTS 20	4.9	152.0	130.2	147.0
WCTS 21	0.0	0.0	0.0	0.0
WCTS 22	0.0	0.0	0.0	0.0
WCTS 23	0.0	0.0	0.0	0.0
WCTS 24	0.0	0.0	0.0	0.0
WCTS 25	0.0	0.0	0.0	0.0
Grand Total	94.9	2365.2	1977.1	2270.3

NOVEMBER TRANSIT PASSENGER & TICKET DATA

ROUTE:	Sum of WCDD	PASS Count	Sum of PCA	Sum of WCHS	Sum of Vaccine	Sum of WCSSE	Sum of WCSCS	Sum of G WCHS	Sum of GREEN	Sum of BLUE	Sum of Loop \$1.50	Sum of Loop \$3.00	Sum of \$1.50	Sum of \$3.00	Sum of \$5	Sum of \$10	Sum of total tx	Sum of TOTAL Cash
WCTS 1	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 2	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 3	0	265	1	0	58	0	0	0	3	50	0	68	83	1	0	50	50	\$356.00
WCTS 4	0	180	2	0	37	0	0	0	6	21	0	49	62	0	0	27	27	\$259.50
WCTS 5	0	223	0	0	35	0	0	0	4	38	0	83	74	0	0	42	42	\$346.50
WCTS 6	0	142	0	0	11	0	0	0	0	9	75	10	31	13	0	9	9	\$228.00
WCTS 7	0	287	5	0	45	3	0	0	9	37	0	86	98	0	0	46	46	\$423.00
WCTS 8	0	167	2	0	17	0	0	0	1	15	48	13	44	30	0	16	16	\$267.00
WCTS 9	0	176	0	0	43	0	0	0	4	26	0	76	51	1	1	30	30	\$282.00
WCTS 10	0	251	0	0	25	4	0	0	6	35	0	129	58	0	0	41	41	\$367.50
WCTS 11	0	252	4	0	48	0	0	0	7	41	0	72	71	1	0	57	57	\$326.00
WCTS 12	0	100	0	0	5	0	0	0	2	27	5	28	29	1	1	29	29	\$157.50
WCTS 13	0	30	0	0	13	11	0	0	0	4	0	3	8	0	0	4	4	\$28.50
WCTS 14	0	208	0	0	41	10	0	0	4	58	0	43	49	0	0	62	62	\$211.50
WCTS 15	0	251	0	0	39	57	0	0	1	50	0	66	33	0	0	51	51	\$198.00
WCTS 16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 17	0	102	2	0	20	0	0	0	0	18	0	31	26	0	0	18	18	\$124.50
WCTS 18	0	7	0	0	2	0	0	0	0	0	0	1	3	0	0	0	0	\$10.50
WCTS 19	0	311	2	2	112	0	0	0	4	38	0	72	42	0	0	42	42	\$234.00
WCTS 20	0	200	0	0	38	0	0	0	1	43	0	72	51	0	0	44	44	\$261.00
WCTS 21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Grand Total	0	3157	18	2	589	90	0	0	52	510	128	25	954	781	4	2	568	\$4,081.00

\$1.50 \$3.00 \$1.50 \$3.00 \$5.00 \$10.00
 x \$1.50 x \$3 x \$1.5 x \$3 x \$5 x \$10
 \$192.00 \$75.00 \$1,431.00 \$2,343.00 \$20.00 \$20.00 = 4081

NOVEMBER MILAGE DATA

ROUTE:	Sum of Rev Mileage	Sum of Total Mileage	Sum of Mileage Diff
WCTS 1	0	0	0
WCTS 2	15	48	33
WCTS 3	2,823	3,260	437
WCTS 4	2,097	2,415	318
WCTS 5	2,482	2,800	318
WCTS 6	812	964	152
WCTS 7	3,759	4,272	513
WCTS 8	1,316	1,594	278
WCTS 9	1,515	1,791	276
WCTS 10	2,310	2,628	318
WCTS 11	3,685	4,132	447
WCTS 12	1,111	1,438	327
WCTS 13	355	398	43
WCTS 14	2,707	2,994	287
WCTS 15	2,938	3,166	228
WCTS 16	0	0	0
WCTS 17	1,281	1,524	243
WCTS 18	75	97	22
WCTS 19	2,235	2,671	436
WCTS 20	2,308	2,548	240
WCTS 21	0	0	0
WCTS 22	0	0	0
WCTS 23	0	0	0
WCTS 24	0	0	0
WCTS 25	0	0	0
Grand Total	33,824	38,740	4,916

Universal Transportation Systems LLC
dba U.T.S.
9900 Princeton Glendale Rd
West Chester, Ohio 45246

Date 12/5/2022

Warren County Commissioners
Attn: Susanne Mason
406 Justice Drive
Lebanon, Ohio 45036

Invoice # 12/31/2022
PO #

Revenue Hours	Hourly Rate	Total
1,869.86	\$32.15	\$ 60,116.00
Samsara units	Rate	
17	\$45.00	<u>\$ 765.00</u>
		\$ 60,881.00

I hereby certify that the above information is correct to the best of my knowledge and the documentation for project operating data are being retained in the project file.

Signature of Project Applicant

Date

DECEMBER TRANSIT HOURS DATA

ROUTE:	Sum of Lunch	Sum of Gross Hours	Sum of Rev Hours	Sum of Payroll
WCTS 1	0.0	0.0	0.0	0.0
WCTS 2	0.0	0.0	0.0	0.0
WCTS 3	8.0	184.1	160.5	176.1
WCTS 4	3.0	70.5	60.2	67.5
WCTS 5	4.5	95.1	77.9	90.6
WCTS 6	1.0	64.7	56.3	63.7
WCTS 7	10.5	232.1	195.3	221.6
WCTS 8	1.9	111.7	93.1	109.8
WCTS 9	6.5	142.2	117.1	135.7
WCTS 10	6.8	143.7	118.4	136.8
WCTS 11	8.9	213.1	180.3	204.2
WCTS 12	7.0	102.2	70.9	95.2
WCTS 13	0.0	0.0	0.0	0.0
WCTS 14	5.5	127.0	107.0	121.5
WCTS 15	9.3	235.5	203.6	226.2
WCTS 16	5.3	110.9	88.9	105.6
WCTS 17	6.3	114.3	91.8	108.0
WCTS 18	1.5	23.0	16.7	21.5
WCTS 19	5.5	104.1	81.9	98.6
WCTS 20	7.4	180.2	150.3	172.7
WCTS 21	0.0	0.0	0.0	0.0
WCTS 22	0.0	0.0	0.0	0.0
WCTS 23	0.0	0.0	0.0	0.0
WCTS 24	0.0	0.0	0.0	0.0
WCTS 25	0.0	0.0	0.0	0.0
Grand Total	99.1	2254.1	1869.9	2155.0

DECEMBER MILAGE DATA

ROUTE:	Sum of Rev Mileage	Sum of Total Mileage	Sum of Mileage Diff
WCTS 1	0	0	0
WCTS 2	0	0	0
WCTS 3	2,507	2,849	342
WCTS 4	1,039	1,171	132
WCTS 5	1,286	1,455	169
WCTS 6	809	941	132
WCTS 7	3,709	4,211	502
WCTS 8	1,483	1,737	254
WCTS 9	1,893	2,188	295
WCTS 10	1,418	1,661	243
WCTS 11	3,378	3,751	373
WCTS 12	1,128	1,473	345
WCTS 13	0	0	0
WCTS 14	2,085	2,337	252
WCTS 15	3,727	4,032	305
WCTS 16	1,375	1,596	221
WCTS 17	1,615	1,891	276
WCTS 18	169	253	84
WCTS 19	1,373	1,650	277
WCTS 20	2,877	3,212	335
WCTS 21	0	0	0
WCTS 22	0	0	0
WCTS 23	0	0	0
WCTS 24	0	0	0
WCTS 25	0	0	0
Grand Total	31,871	36,408	4,537

Universal Transportation Systems LLC
dba U.T.S.
9900 Princeton Glendale Rd
West Chester, Ohio 45246

Date 2/1/2023

Warren County Commissioners
Attn: Susanne Mason
406 Justice Drive
Lebanon, Ohio 45036

Invoice # 1/31/2023
PO #

Revenue Hours	Hourly Rate	Total
1,702.36	\$32.96	\$ 56,109.79
Samsara units	Rate	
17	\$45.00	<u>\$ 765.00</u>
		\$ 56,874.79

I hereby certify that the above information is correct to the best of my knowledge and the documentation for project operating data are being retained in the project file.

Signature of Project Applicant

Date

JANUARY TRANSIT HOURS DATA

ROUTE:	Sum of Lunch	Sum of Gross Hours	Sum of Rev Hours	Sum of Payroll
WCTS 1	0.0	0.0	0.0	0.0
WCTS 2	0.0	0.0	0.0	0.0
WCTS 3	0.0	12.7	11.3	12.7
WCTS 4	9.5	232.3	205.3	222.8
WCTS 5	0.5	30.6	19.8	30.1
WCTS 6	7.5	178.4	150.7	170.9
WCTS 7	2.5	67.4	57.8	64.9
WCTS 8	0.5	117.1	100.9	116.6
WCTS 9	8.9	162.7	134.2	153.7
WCTS 10	8.6	185.2	154.3	176.6
WCTS 11	9.8	228.8	195.4	219.0
WCTS 12	5.0	74.4	54.8	69.4
WCTS 13	0.0	0.0	0.0	0.0
WCTS 14	4.9	126.8	104.2	121.9
WCTS 15	9.0	259.4	224.4	250.4
WCTS 16	2.0	33.4	27.2	31.4
WCTS 17	4.5	85.2	67.4	80.7
WCTS 18	0.0	0.0	0.0	0.0
WCTS 19	2.3	35.3	26.9	33.0
WCTS 20	9.7	231.0	194.7	221.4
WCTS 21	0.0	0.0	0.0	0.0
WCTS 22	0.0	0.0	0.0	0.0
WCTS 23	0.0	0.0	0.0	0.0
WCTS 24	0.0	0.0	0.0	0.0
WCTS 25	0.0	0.0	0.0	0.0
Grand Total	85.1	2060.6	1729.2	1975.5

JANUARY TRANSIT PASSENGER & TICKET DATA

ROUTE:	Sum of WCDD	PASS Count	Sum of PCA	Sum of WCHS	Sum of Vaccine	Sum of WCSSE	Sum of WCSCS	Sum of WCHS	Sum of G	Sum of GREEN	Sum of BLUE	Sum of Loop \$1.50	Sum of Loop \$3.00	Sum of \$1.50	Sum of \$3.00	Sum of \$5	Sum of \$10	Sum of total tx	Sum of TOTAL Cash
WCTS 1	0	0																0	\$0.00
WCTS 2	0	0																0	\$0.00
WCTS 3	0	2	0	0	0	0	0	0	0	0	1	0	0	2	0	0	0	1	\$3.00
WCTS 4	0	284	3	15	0	0	0	0	0	5	59	0	7	90	105	0	0	66	\$471.00
WCTS 5	0	38	0	0	13	3	0	0	0	0	10	0	0	8	3	0	0	10	\$21.00
WCTS 6	1	195	6	6	0	0	0	0	0	8	21	6	5	83	74	0	0	29	\$370.50
WCTS 7	0	79	2	3	0	0	0	0	0	2	12	2	0	28	32	0	0	14	\$141.00
WCTS 8	0	182	0	0	0	0	0	0	0	2	34	66	7	48	24	0	0	36	\$264.00
WCTS 9	0	198	1	2	0	0	0	0	0	2	68	0	0	78	39	0	1	70	\$244.00
WCTS 10	0	282	0	1	0	0	0	0	0	6	20	0	0	180	68	0	0	27	\$474.00
WCTS 11	0	317	3	1	0	0	0	0	0	3	76	0	0	100	120	3	0	89	\$525.00
WCTS 12	0	85	2	0	0	0	0	0	0	0	37	0	0	22	21	0	0	42	\$96.00
WCTS 13	0	0																0	\$0.00
WCTS 14	0	159	0	1	0	0	0	0	0	9	50	0	0	49	50	1	0	59	\$228.50
WCTS 15	0	372	0	6	0	58	0	0	0	3	80	0	0	125	93	0	0	83	\$466.50
WCTS 16	0	34	0	0	0	4	0	0	0	0	12	0	0	16	2	0	0	12	\$30.00
WCTS 17	0	63	0	3	0	0	0	0	0	0	22	0	0	22	14	1	0	22	\$80.00
WCTS 18	0	0																0	\$0.00
WCTS 19	0	51	0	0	0	0	0	0	0	0	17	5	2	10	11	0	0	17	\$61.50
WCTS 20	0	425	0	0	0	0	0	0	0	4	92	4	7	99	133	0	0	103	\$574.50
WCTS 21	0	0																0	\$0.00
WCTS 22	0	0																0	\$0.00
WCTS 23	0	0																0	\$0.00
WCTS 24	0	0																0	\$0.00
WCTS 25	0	0																0	\$0.00
Grand Total	1	2766	17	38	0	75	3	0	44	611	83	28	960	789	5	1	680	\$4,050.50	

\$1.50 \$3.00 \$1.50 \$3.00 \$5.00 \$10.00
 x \$1.50 x \$3 x \$1.5 x \$3 x \$5 x \$10
 \$124.50 \$84.00 \$1,440.00 \$2,367.00 \$25.00 \$10.00 = 4050.5

JANUARY MILAGE DATA

ROUTE:	Sum of Rev Mileage	Sum of Total Mileage	Sum of Mileage Diff
WCTS 1	0	0	0
WCTS 2	0	0	0
WCTS 3	15	44	29
WCTS 4	3,657	4,034	377
WCTS 5	364	514	150
WCTS 6	2,998	3,361	363
WCTS 7	986	1,122	136
WCTS 8	1,698	1,942	244
WCTS 9	2,309	2,654	345
WCTS 10	2,038	2,352	314
WCTS 11	3,871	4,324	453
WCTS 12	956	1,180	224
WCTS 13	0	0	0
WCTS 14	2,124	2,447	323
WCTS 15	4,484	4,863	379
WCTS 16	426	520	94
WCTS 17	1,135	1,360	225
WCTS 18	0	0	0
WCTS 19	471	566	95
WCTS 20	3,843	4,272	429
WCTS 21	0	0	0
WCTS 22	0	0	0
WCTS 23	0	0	0
WCTS 24	0	0	0
WCTS 25	0	0	0
Grand Total	31,375	35,555	4,180

Universal Transportation Systems LLC
dba U.T.S.
9900 Princeton Glendale Rd
West Chester, Ohio 45246

Date 3/3/23

Warren County Commissioners
Attn: Susanne Mason
406 Justice Drive
Lebanon, Ohio 45036

Invoice # 2/1/23
PO #

Revenue Hours	Hourly Rate	Total
1,793.90	\$32.96	\$ 59,126.94
Samsara units	Rate	
17	\$45.00	<u>\$ 765.00</u>
		\$ 59,891.94

I hereby certify that the above information is correct to the best of my knowledge and the documentation for project operating data are being retained in the project file.

TRANSIT REVENUE HOURS BY DRIVER BY DATE FEBRUARY 2023

Sum of Rev Hours DRIVER:	Column Labels																												Grand Total
	2/1	2/2	2/3	2/6	2/7	2/8	2/9	2/10	2/13	2/14	2/15	2/16	2/17	2/20	2/21	2/22	2/23	2/24	2/27	2/28									
Name Redacted	0.00	0.00	0.00	0.00	9.13	9.97	9.57	10.77	0.00	0.00	9.82	7.93	7.97	9.08	6.03	9.35	9.05	2.20	0.00	6.23	107.10								
Name Redacted	8.58	10.20	9.83	9.12	0.00	8.27	8.17	9.50	0.00	9.30	9.25	9.08	8.87	0.00	9.12	8.62	9.97	9.37	0.00	9.20	146.45								
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.90								
Name Redacted	4.30	5.42	0.00	4.25	4.33	4.42	5.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.00								
Name Redacted	0.00	0.00	0.00	0.00	0.00	4.58	10.45	0.00	10.03	7.45	0.00	0.00	0.00	7.47	7.45	0.00	0.00	0.00	8.50	8.13	64.06								
Name Redacted	10.50	10.17	9.58	9.92	8.83	10.50	10.00	8.67	0.00	5.92	10.58	9.58	9.67	11.00	10.17	10.25	9.17	10.25	10.17	8.33	183.26								
Name Redacted	6.55	9.55	8.50	0.00	0.00	7.38	8.12	7.42	0.00	0.00	6.03	7.25	7.45	0.00	0.00	10.05	7.33	7.82	0.00	0.00	93.45								
Name Redacted	9.13	9.28	10.63	9.58	9.03	9.40	9.60	10.13	10.95	8.25	9.52	9.05	9.77	9.92	8.35	9.75	9.05	9.25	9.47	8.28	188.39								
Name Redacted	0.00	1.82	1.82	0.00	0.00	0.00	2.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.67								
Name Redacted	11.13	0.00	11.12	10.98	10.50	10.75	10.45	11.03	10.65	10.70	10.13	9.78	10.40	0.00	10.03	10.82	10.53	10.90	11.07	8.95	189.92								
Name Redacted	8.08	8.25	0.00	0.00	0.00	7.62	8.30	0.00	0.00	7.65	0.00	8.82	6.22	8.83	0.00	7.95	7.08	0.00	9.27	0.00	88.07								
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.73								
Name Redacted	10.33	10.92	10.97	10.02	10.90	10.93	10.28	10.28	11.18	10.68	9.78	10.88	6.75	10.83	11.10	11.23	9.67	10.75	11.65	5.70	204.83								
Name Redacted	10.02	9.90	9.73	10.58	10.17	10.58	7.73	10.30	10.38	10.33	11.10	9.43	10.82	10.67	7.93	10.58	9.88	10.67	10.83	9.57	201.20								
Name Redacted	9.40	8.55	0.00	9.27	8.85	9.10	0.00	0.00	9.58	9.38	9.57	10.07	0.00	0.00	9.00	9.52	9.08	0.00	9.35	8.70	129.42								
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.85	6.83	7.35	6.35	5.93	7.60	8.95	7.95	8.00	64.81								
Name Redacted	9.78	0.00	0.00	8.92	8.38	9.80	0.00	0.00	9.45	9.35	9.38	0.00	0.00	9.08	9.53	8.45	0.00	3.52	0.00	0.00	95.64								
Grand Total	97.80	84.06	72.18	82.64	80.12	113.30	99.98	78.83	72.22	89.01	97.06	97.72	84.75	84.23	95.06	112.50	98.41	83.68	88.26	81.09	1792.90								
Extra Driver for Covid passenger																			1.00		1.00								

Total: 1793.90

FEBRUARY TRANSIT HOURS DATA

ROUTE:	Sum of Lunch	Sum of Gross Hours	Sum of Rev Hours	Sum of Payroll
WCTS 1	0.0	0.0	0.0	0.0
WCTS 2	0.0	0.0	0.0	0.0
WCTS 3	0.0	8.6	4.7	8.6
WCTS 4	9.8	208.7	179.4	198.8
WCTS 5	5.8	141.0	111.9	135.3
WCTS 6	2.0	84.2	72.0	82.2
WCTS 7	14.5	220.9	183.3	206.4
WCTS 8	0.5	110.1	93.5	109.6
WCTS 9	8.1	174.4	146.4	166.3
WCTS 10	10.1	156.7	129.4	146.6
WCTS 11	9.5	236.2	201.2	226.7
WCTS 12	6.3	119.5	92.8	113.2
WCTS 13	0.0	0.0	0.0	0.0
WCTS 14	5.1	115.3	95.7	110.2
WCTS 15	9.5	229.2	194.0	219.7
WCTS 16	0.8	20.2	17.1	19.4
WCTS 17	5.5	100.9	81.9	95.4
WCTS 18	0.0	0.0	0.0	0.0
WCTS 19	0.0	0.0	0.0	0.0
WCTS 20	8.5	210.7	180.2	202.2
WCTS 21	1.0	12.4	9.8	11.4
WCTS 22	0.0	0.0	0.0	0.0
WCTS 23	0.0	0.0	0.0	0.0
WCTS 24	0.0	0.0	0.0	0.0
WCTS 25	0.0	0.0	0.0	0.0
Grand Total	97.0	2148.8	1793.0	2051.8

FEBRUARY TRANSIT PASSENGER & TICKET DATA

ROUTE:	Sum of WCDD	PASS Count	Sum of PCA	Sum of WCHS	Sum of Vaccine	Sum of WCSSE	Sum of WCSCS	Sum of WCHS	Sum of G	Sum of GREEN	Sum of BLUE	Sum of Loop \$1.50	Sum of Loop \$3.00	Sum of \$1.50	Sum of \$3.00	Sum of \$5	Sum of \$10	Sum of total tx	Sum of TOTAL Cash
WCTS 1		0																0	\$0.00
WCTS 2		0																0	\$0.00
WCTS 3	0	14	0	0	0	10	0	0	0	0	2	0	0	2	0	0	0	2	\$3.00
WCTS 4	0	243	1	12	0	0	0	10	0	70	54	0	0	54	92	1	0	80	\$362.00
WCTS 5	0	145	0	3	0	8	0	1	0	45	56	0	0	56	33	2	0	46	\$193.00
WCTS 6	0	145	1	0	0	0	0	7	0	28	52	3	0	52	15	0	0	35	\$210.00
WCTS 7	0	234	7	5	0	0	4	13	0	26	93	0	0	93	75	0	0	39	\$364.50
WCTS 8	0	170	2	0	0	0	0	29	0	54	55	7	0	55	25	0	0	29	\$259.50
WCTS 9	0	215	0	5	0	0	0	2	0	67	89	0	0	89	50	1	0	69	\$288.50
WCTS 10	0	269	1	0	0	0	0	4	0	20	204	0	0	204	34	0	0	22	\$408.00
WCTS 11	0	318	0	5	0	0	0	3	0	82	110	0	0	110	118	2	0	76	\$529.00
WCTS 12	0	144	1	1	0	0	0	1	0	45	55	0	0	55	41	1	0	43	\$210.50
WCTS 13		0																0	\$0.00
WCTS 14	0	146	0	5	0	0	0	2	0	58	42	0	0	42	38	1	0	54	\$182.00
WCTS 15	0	310	1	7	0	60	0	7	0	55	93	0	0	93	80	2	0	58	\$389.50
WCTS 16	0	24	0	0	0	5	0	0	0	7	7	0	0	7	5	0	0	7	\$25.50
WCTS 17	0	81	0	1	0	0	0	3	0	22	30	4	0	30	19	2	0	25	\$127.00
WCTS 18		0																0	\$0.00
WCTS 19		0																0	\$0.00
WCTS 20	0	298	0	0	0	0	0	2	0	94	96	0	0	96	103	1	0	99	\$458.00
WCTS 21	0	17	0	0	0	0	0	0	0	6	4	0	0	4	7	0	0	6	\$27.00
WCTS 22		0																0	\$0.00
WCTS 23		0																0	\$0.00
WCTS 24		0																0	\$0.00
WCTS 25		0																0	\$0.00
Grand Total	0	2773	14	44	0	83	4	4	0	55	656	110	13	1042	735	13	0	690	\$4,037.00

\$1.50 x \$3.00 = \$4.50
 \$1.50 x \$1.50 = \$2.25
 \$165.00 x \$39.00 = \$6,435.00
 \$1.50 x \$5.00 = \$7.50
 \$3.00 x \$3.00 = \$9.00
 \$1.50 x \$1.50 = \$2.25
 \$1.563.00 x \$33 = \$51.381
 \$2,205.00 x \$5 = \$11,025.00
 \$65.00 x \$10 = \$650.00
 \$0.00 = \$0.00
 = 4037

FEBRUARY MILAGE DATA

ROUTE:	Sum of Rev Mileage	Sum of Total Mileage	Sum of Mileage Diff
WCTS 1	0	0	0
WCTS 2	0	0	0
WCTS 3	113	185	72
WCTS 4	3,328	3,749	421
WCTS 5	1,950	2,336	386
WCTS 6	1,131	1,270	139
WCTS 7	3,283	3,765	482
WCTS 8	1,612	1,874	262
WCTS 9	2,744	3,136	392
WCTS 10	1,766	2,027	261
WCTS 11	3,928	4,498	570
WCTS 12	1,555	1,853	298
WCTS 13	0	0	0
WCTS 14	1,868	2,126	258
WCTS 15	3,924	4,325	401
WCTS 16	260	297	37
WCTS 17	1,248	1,483	235
WCTS 18	0	0	0
WCTS 19	0	0	0
WCTS 20	3,467	3,804	337
WCTS 21	183	213	30
WCTS 22	0	0	0
WCTS 23	0	0	0
WCTS 24	0	0	0
WCTS 25	0	0	0
Grand Total	32,360	36,941	4,581

Universal Transportation Systems LLC
dba U.T.S.
9900 Princeton Glendale Rd
West Chester, Ohio 45246

Date 4/3/2023

Warren County Commissioners
Attn: Susanne Mason
406 Justice Drive
Lebanon, Ohio 45036

Invoice # 3/1/2023
PO #

MARCH 1 THROUGH MARCH 31, 2023

Revenue	Hours	Hourly Rate	Total
	2,092.27	\$32.96	\$ 68,961.22
Samsara units		Rate	
	17	\$45.00	<u>\$ 765.00</u>
			\$ 69,726.22

I hereby certify that the above information is correct to the best of my knowledge and the documentation for project operating data are being retained in the project file.

Signature of Project Applicant

Date

TRANSIT REVENUE HOURS BY DRIVER BY DATE MARCH 2023

Sum of Rev Hours DRIVER:	Column Labels																														
	3/1	3/2	3/3	3/6	3/7	3/8	3/9	3/10	3/13	3/14	3/15	3/16	3/17	3/20	3/21	3/22	3/23	3/24	3/27	3/28	3/29	3/30	3/31	Grand Total							
Name Redacted	7.87	9.22	8.78	8.98	7.75	6.90	7.65	9.28	8.08	6.12	9.52	7.47	6.45	9.88	6.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120.18					
Name Redacted	8.80	9.70	8.00	0.00	9.25	10.07	9.52	9.03	0.00	9.62	9.30	10.00	9.35	0.00	9.25	9.77	10.63	8.97	0.00	9.15	9.93	9.20	9.58	179.12							
Name Redacted	0.00	0.00	0.00	9.33	7.75	0.00	0.00	0.00	7.00	9.83	4.37	0.00	0.00	8.92	10.33	0.00	4.77	7.45	9.00	7.42	0.00	0.00	4.67	90.84							
Name Redacted	10.33	9.92	10.17	10.83	8.42	9.42	10.08	11.17	10.58	9.75	10.00	9.50	10.25	9.67	9.17	9.42	9.83	9.67	9.58	9.25	9.50	0.00	9.75	216.26							
Name Redacted	9.37	7.73	7.00	0.00	0.00	6.73	7.92	7.68	0.00	0.00	8.38	7.15	7.72	0.00	0.00	8.63	9.30	8.55	0.00	0.00	7.97	7.95	6.42	118.50							
Name Redacted	9.47	9.57	9.60	9.35	9.27	9.85	9.05	10.12	8.98	9.68	10.23	9.48	10.05	0.00	0.00	0.00	0.00	0.00	9.73	9.07	10.13	9.05	9.22	171.90							
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.72	0.00	0.00	2.93	0.00	2.90	1.88	0.00	2.42	0.00	0.00	2.08	0.00	15.93							
Name Redacted	10.35	10.20	10.00	10.50	10.48	11.05	9.97	9.30	10.50	10.58	11.13	11.00	7.77	11.40	10.52	10.28	10.82	10.65	11.02	11.27	10.70	10.67	10.57	240.73							
Name Redacted	6.65	0.00	6.55	0.00	7.70	7.67	0.00	7.45	0.00	6.65	7.52	0.00	8.58	0.00	0.00	7.88	7.47	6.70	0.00	7.40	6.58	0.00	7.08	101.88							
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.33							
Name Redacted	9.52	10.37	10.20	11.63	5.72	10.52	11.27	10.75	10.58	10.92	11.32	10.60	10.93	11.15	11.67	11.42	10.73	10.77	11.22	11.07	10.80	10.82	10.85	244.83							
Name Redacted	10.13	9.60	11.03	11.13	10.05	10.60	10.50	11.12	10.63	10.35	9.80	9.48	10.20	10.32	10.08	10.77	9.83	10.65	10.40	10.58	10.62	9.65	10.05	237.57							
Name Redacted	9.20	9.47	0.00	7.50	9.18	10.15	9.07	0.00	10.18	9.50	10.12	9.25	0.00	9.57	9.63	9.78	4.03	0.00	9.62	9.55	9.72	9.37	0.00	164.89							
Name Redacted	7.30	7.63	9.35	8.28	8.55	7.85	7.92	8.67	8.15	7.83	7.72	8.47	9.07	9.50	8.00	8.62	7.88	9.47	7.93	7.55	7.58	7.77	8.22	189.31							
Grand Total	98.99	93.41	90.68	87.53	94.12	#####	92.95	94.57	84.68	#####	#####	92.40	90.37	83.34	84.88	89.47	87.17	82.88	80.92	92.31	93.53	76.56	86.41	2092.27							

MARCH TRANSIT HOURS DATA

ROUTE:	Sum of Lunch	Sum of Gross Hours	Sum of Rev Hours	Sum of Payroll
WCTS 1	0.0	0.0	0.0	0.0
WCTS 2	0.0	0.0	0.0	0.0
WCTS 3	0.5	28.1	16.3	27.6
WCTS 4	9.1	200.2	171.9	191.1
WCTS 5	9.8	152.7	120.2	142.9
WCTS 6	4.3	99.3	83.4	95.0
WCTS 7	12.5	255.5	214.0	243.0
WCTS 8	4.3	143.3	119.6	139.1
WCTS 9	9.5	211.2	178.7	201.7
WCTS 10	11.2	208.5	173.9	197.3
WCTS 11	10.9	264.3	226.9	253.4
WCTS 12	11.5	233.1	190.5	221.6
WCTS 13	0.5	11.3	9.5	10.8
WCTS 14	0.0	0.0	0.0	0.0
WCTS 15	11.2	275.0	234.0	263.9
WCTS 16	0.5	12.5	10.8	12.0
WCTS 17	7.2	121.2	95.2	114.1
WCTS 18	0.5	8.9	6.7	8.4
WCTS 19	0.0	0.0	0.0	0.0
WCTS 20	11.3	267.1	230.1	255.7
WCTS 21	0.5	12.5	10.7	12.0
WCTS 22	0.0	0.0	0.0	0.0
WCTS 23	0.0	0.0	0.0	0.0
WCTS 24	0.0	0.0	0.0	0.0
WCTS 25	0.0	0.0	0.0	0.0
Grand Total	115.1	2504.6	2092.2	2389.5

MARCH TRANSIT PASSENGER & TICKET DATA

ROUTE:	Sum of WCDD	PASS Count	Sum of PCA	Sum of WCHS	Sum of Vaccine	Sum of WCSSE	Sum of WCSCS	Sum of WCHS	Sum of G WCHS	Sum of GREEN	Sum of BLUE	Sum of Loop \$1.50	Sum of Loop \$3.00	Sum of \$1.50	Sum of \$3.00	Sum of \$5	Sum of \$10	Sum of total tx	Sum of TOTAL Cash
WCTS 1		0																0	\$0.00
WCTS 2		0																0	\$0.00
WCTS 3		36	0	0	0	20	0	0	0	1	9	0	0	4	1	0	0	10	\$9.00
WCTS 4		237	2	5	0	0	0	0	0	5	75	1	0	44	103	0	0	80	\$376.50
WCTS 5		203	2	2	0	0	0	0	0	2	80	0	0	47	72	3	0	82	\$301.50
WCTS 6		175	1	0	0	0	0	0	0	1	30	56	10	62	19	2	2	31	\$294.00
WCTS 7		299	2	5	0	0	0	0	0	11	63	8	7	80	120	2	0	74	\$523.00
WCTS 8		211	1	0	0	0	0	0	0	1	31	18	18	47	46	0	0	32	\$364.50
WCTS 9		271	2	3	0	0	0	0	0	2	99	0	0	80	72	0	0	101	\$336.00
WCTS 10		339	0	0	0	0	0	0	0	9	62	0	0	219	33	0	0	71	\$427.50
WCTS 11		317	2	2	0	4	0	0	0	3	93	0	0	114	92	1	0	100	\$452.00
WCTS 12		343	8	1	0	0	0	0	0	13	90	0	0	130	114	1	0	103	\$542.00
WCTS 13		26	1	0	0	0	0	0	0	0	0	0	0	14	4	0	0	0	\$33.00
WCTS 14		0																0	\$0.00
WCTS 15		353	0	1	0	59	0	0	0	2	86	0	0	128	65	1	0	88	\$392.00
WCTS 16		15	0	0	0	3	0	0	0	1	4	0	0	5	2	0	0	5	\$13.50
WCTS 17		115	1	0	0	0	0	0	0	3	37	0	0	36	38	1	0	40	\$173.00
WCTS 18		4	0	0	0	0	0	0	0	0	2	0	0	1	1	0	0	2	\$4.50
WCTS 19		0																0	\$0.00
WCTS 20		347	0	0	0	0	0	0	0	1	119	7	1	125	94	0	0	120	\$483.00
WCTS 21		21	0	0	0	0	0	0	0	0	7	0	0	9	5	0	0	7	\$28.50
WCTS 22		0																0	\$0.00
WCTS 23		0																0	\$0.00
WCTS 24		0																0	\$0.00
WCTS 25		0																0	\$0.00
Grand Total	0	3312	22	19	0	86	0	0	0	55	887	140	36	1145	881	11	2	946	\$4,753.50

\$1.50 x \$3.00 = \$5.00
 \$1.50 x \$1.50 = \$2.25
 \$210.00 x \$108.00 = \$22,680.00
 \$1.50 x \$3.00 = \$5.00
 \$1.50 x \$1.50 = \$2.25
 \$1,717.50 x \$55 = \$94,462.50
 \$3.00 x \$3.00 = \$9.00
 \$3.00 x \$3.00 = \$9.00
 \$2,643.00 x \$55 = \$145,365.00
 \$5.00 x \$55 = \$275.00
 \$10.00 x \$10 = \$100.00
 \$20.00 = 4753.5

MARCH MILAGE DATA

ROUTE:	Sum of Rev Mileage	Sum of Total Mileage	Sum of Mileage Diff
WCTS 1	0	0	0
WCTS 2	0	0	0
WCTS 3	352	534	182
WCTS 4	3,331	3,770	439
WCTS 5	2,109	2,545	436
WCTS 6	1,229	1,511	282
WCTS 7	3,860	4,377	517
WCTS 8	2,018	2,380	362
WCTS 9	3,322	3,819	497
WCTS 10	2,157	2,455	298
WCTS 11	4,311	4,899	588
WCTS 12	3,472	3,995	523
WCTS 13	282	341	59
WCTS 14	0	0	0
WCTS 15	4,576	5,068	492
WCTS 16	205	218	13
WCTS 17	1,442	1,778	336
WCTS 18	86	122	36
WCTS 19	0	0	0
WCTS 20	4,099	4,537	438
WCTS 21	170	196	26
WCTS 22	0	0	0
WCTS 23	0	0	0
WCTS 24	0	0	0
WCTS 25	0	0	0
Grand Total	37,021	42,545	5,524

Universal Transportation Systems LLC
dba U.T.S.
9900 Princeton Glendale Rd
West Chester, Ohio 45246

Date 5/3/2023

Warren County Commissioners
Attn: Susanne Mason
406 Justice Drive
Lebanon, Ohio 45036

Invoice # 4/1/2023
PO #

Revenue Hours	Hourly Rate	Total
1,809.71	\$32.96	\$ 59,648.04
Samsara units	Rate	
17	\$45.00	<u>\$ 765.00</u>
		\$ 60,413.04

I hereby certify that the above information is correct to the best of my knowledge and the documentation for project operating data are being retained in the project file.

Signature of Project Applicant Date

TRANSIT REVENUE HOURS BY DRIVER BY DATE APRIL 2023

Sum of Rev Hours DRIVER:	Column Labels																4/28 Grand Total				
	4/3	4/4	4/5	4/6	4/7	4/10	4/11	4/12	4/13	4/14	4/17	4/18	4/19	4/20	4/21	4/24		4/25	4/26	4/27	
Name Redacted	0.00	8.87	10.57	8.95	8.63	0.00	9.65	9.85	9.67	9.28	0.00	9.20	8.75	9.13	7.67	0.00	9.42	9.85	8.80	8.08	146.37
Name Redacted	10.15	10.12	6.00	0.00	0.00	9.90	8.67	0.00	0.00	4.83	10.67	7.45	0.00	0.00	0.00	10.03	7.85	5.83	0.00	0.00	91.50
Name Redacted	10.17	9.17	10.67	9.58	10.42	9.92	9.17	9.75	10.08	9.00	9.92	9.25	10.50	9.58	9.17	8.83	8.25	9.42	9.50	10.00	192.35
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.38	0.00	4.02	5.43	0.00	5.30	0.00	5.55	24.68
Name Redacted	0.00	0.00	7.25	6.58	7.70	0.00	0.00	7.93	6.52	6.62	0.00	0.00	7.35	7.60	6.67	0.00	0.00	6.85	7.05	7.08	85.20
Name Redacted	6.30	9.30	0.00	7.15	5.85	6.20	6.05	0.00	7.23	6.62	6.78	7.20	0.00	6.77	6.62	5.68	5.95	0.00	5.35	5.65	104.70
Name Redacted	10.47	9.13	10.48	9.83	9.42	9.22	10.38	9.18	9.28	10.03	9.47	9.85	10.10	8.92	9.55	10.47	9.28	7.38	8.92	9.00	190.36
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.95	0.00	0.00	1.95
Name Redacted	0.00	0.00	0.00	9.33	10.57	10.68	10.82	10.62	10.50	10.87	11.20	10.57	11.10	10.48	9.92	10.45	9.03	10.65	10.53	9.87	177.19
Name Redacted	0.00	8.13	7.85	0.00	7.53	6.92	0.00	7.50	0.00	7.02	0.00	0.00	0.00	7.07	8.87	0.00	5.77	0.00	6.62	6.87	80.15
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Name Redacted	11.42	10.93	0.00	10.38	10.67	10.97	10.70	10.57	10.77	10.45	10.92	10.00	10.68	10.03	9.93	10.70	9.95	11.05	10.00	10.35	200.47
Name Redacted	11.13	11.17	11.07	9.48	10.52	10.20	10.55	9.55	9.93	9.50	10.75	10.30	10.02	9.80	9.48	10.18	11.18	10.03	9.25	9.83	203.92
Name Redacted	9.62	10.00	9.37	9.28	0.00	7.85	9.78	9.85	9.47	0.00	9.43	9.43	9.50	9.47	0.00	9.35	9.85	9.53	6.75	0.00	148.53
Name Redacted	8.45	8.10	8.28	8.20	8.80	7.55	7.82	8.33	8.00	9.08	7.92	8.33	6.45	7.92	9.05	7.38	7.83	7.98	7.67	9.20	162.34
Grand Total	77.71	94.92	81.54	88.76	90.11	89.41	93.59	93.13	91.45	93.30	87.06	91.58	88.83	96.77	90.95	88.50	94.36	95.82	90.44	91.48	1809.71

APRIL TRANSIT HOURS DATA

ROUTE:	Sum of Lunch	Sum of Gross Hours	Sum of Rev Hours	Sum of Payroll
WCTS 1	0.0	0.0	0.0	0.0
WCTS 2	0.0	0.0	0.0	0.0
WCTS 3	0.0	4.7	2.0	4.7
WCTS 4	9.0	219.7	190.4	210.7
WCTS 5	6.8	135.3	104.7	128.5
WCTS 6	3.0	105.6	91.5	102.6
WCTS 7	10.0	228.9	192.3	218.9
WCTS 8	1.0	101.4	85.2	100.4
WCTS 9	7.9	174.2	146.4	166.3
WCTS 10	8.3	175.7	148.5	167.5
WCTS 11	10.0	237.6	203.9	227.6
WCTS 12	10.0	199.0	162.4	189.0
WCTS 13	0.0	0.0	0.0	0.0
WCTS 14	0.0	0.0	0.0	0.0
WCTS 15	9.5	234.3	200.5	224.8
WCTS 16	0.0	0.0	0.0	0.0
WCTS 17	5.3	100.8	80.1	95.6
WCTS 18	1.4	32.8	24.7	31.4
WCTS 19	0.0	0.0	0.0	0.0
WCTS 20	8.0	204.1	177.2	196.1
WCTS 21	0.0	0.0	0.0	0.0
WCTS 22	0.0	0.0	0.0	0.0
WCTS 23	0.0	0.0	0.0	0.0
WCTS 24	0.0	0.0	0.0	0.0
WCTS 25	0.0	0.0	0.0	0.0
Grand Total	90.1	2154.1	1809.7	2064.0

APRIL MILAGE DATA

ROUTE:	Sum of Rev Mileage	Sum of Total Mileage	Sum of Mileage Diff
WCTS 1	0	0	0
WCTS 2	0	0	0
WCTS 3	53	100	47
WCTS 4	3,591	4,015	424
WCTS 5	1,541	2,075	534
WCTS 6	1,244	1,450	206
WCTS 7	3,750	4,321	571
WCTS 8	1,233	1,534	301
WCTS 9	2,184	2,617	433
WCTS 10	1,837	2,099	262
WCTS 11	3,289	3,704	415
WCTS 12	2,955	3,361	406
WCTS 13	0	0	0
WCTS 14	0	0	0
WCTS 15	3,832	4,159	327
WCTS 16	0	0	0
WCTS 17	987	1,232	245
WCTS 18	363	524	161
WCTS 19	0	0	0
WCTS 20	3,178	3,498	320
WCTS 21	0	0	0
WCTS 22	0	0	0
WCTS 23	0	0	0
WCTS 24	0	0	0
WCTS 25	0	0	0
Grand Total	30,037	34,689	4,652

Universal Transportation Systems LLC
dba U.T.S.
9900 Princeton Glendale Rd
West Chester, Ohio 45246

Date 6/1/2023

Warren County Commissioners
Attn: Susanne Mason
406 Justice Drive
Lebanon, Ohio 45036

Invoice # 5/1/2023
PO #

Revenue Hours	Hourly Rate	Total
2,010.00	\$32.96	\$ 66,249.60
Samsara units	Rate	
17	\$45.00	<u>\$ 765.00</u>
		\$ 67,014.60

I hereby certify that the above information is correct to the best of my knowledge and the documentation for project operating data are being retained in the project file.

Signature of Project Applicant Date

TRANSIT REVENUE HOURS BY DRIVER BY DATE MAY 2023

Sum of Rev Hours DRIVER:	Column Labels																5/31 Grand Total						
	5/1	5/2	5/3	5/4	5/5	5/8	5/9	5/10	5/11	5/12	5/15	5/16	5/17	5/18	5/19	5/22		5/23	5/24	5/25	5/26	5/30	
Name Redacted	0.00	9.05	7.97	8.67	8.97	0.00	9.08	9.17	8.30	8.07	0.00	9.75	9.37	8.68	9.45	0.00	8.13	8.75	9.28	9.27	9.62	10.45	162.03
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.08	5.08
Name Redacted	9.95	7.25	0.00	0.00	0.00	9.53	7.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.95	10.17	9.95	64.25
Name Redacted	9.67	9.92	9.83	9.92	9.83	9.67	8.83	9.75	9.67	9.25	10.00	10.25	9.75	9.42	10.33	9.25	9.33	9.58	9.67	9.75	0.00	0.00	193.67
Name Redacted	5.70	0.00	4.68	0.00	4.22	4.68	0.00	5.10	0.00	4.80	4.65	0.00	5.35	0.00	5.10	0.00	0.00	4.85	0.00	4.73	0.00	4.65	58.51
Name Redacted	0.00	0.00	7.05	7.08	6.62	0.00	0.00	7.60	7.67	6.57	0.00	0.00	6.48	6.67	7.65	6.65	6.42	7.73	6.58	7.12	0.00	5.72	103.61
Name Redacted	6.85	7.37	0.00	6.33	6.20	4.33	5.67	0.00	6.50	6.05	5.68	6.52	0.00	6.10	0.00	6.67	6.38	0.00	5.90	6.70	6.53	0.00	99.78
Name Redacted	9.52	9.20	9.17	9.93	9.55	9.93	9.63	9.63	9.85	8.83	10.00	9.95	9.63	9.72	9.87	10.02	9.77	9.95	9.68	9.27	8.85	10.02	211.97
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.77
Name Redacted	10.57	9.60	10.93	10.18	10.77	10.45	10.05	10.37	10.57	9.85	10.18	10.88	11.32	9.53	9.75	10.63	10.32	9.67	9.78	9.42	10.12	10.95	225.89
Name Redacted	0.00	7.42	7.95	8.12	7.38	0.00	8.00	7.72	7.05	7.03	0.00	7.97	8.78	8.10	7.08	0.00	6.80	5.85	7.62	7.38	7.88	7.67	135.80
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.52	4.80	5.32
Name Redacted	10.27	9.92	9.87	10.20	9.45	9.93	9.82	9.58	9.97	5.35	10.48	10.50	9.25	10.42	10.63	10.25	10.80	9.57	10.17	0.00	0.00	0.00	186.43
Name Redacted	9.52	10.65	10.88	9.45	10.35	10.62	8.98	9.28	9.73	9.63	10.20	4.88	9.72	9.67	9.78	10.28	10.35	10.87	10.37	10.50	9.12	10.80	215.63
Name Redacted	9.88	9.33	9.58	9.38	0.00	9.47	9.32	9.33	9.40	0.00	9.47	9.70	9.47	7.47	0.00	7.67	8.03	8.28	8.13	0.00	8.32	8.15	160.38
Name Redacted	7.92	7.77	7.43	7.73	9.13	7.92	7.78	8.23	7.78	8.72	7.62	7.87	7.98	7.70	9.12	7.97	9.38	8.22	8.13	9.15	8.18	8.15	179.88
Grand Total	89.85	97.48	95.34	96.99	92.47	86.53	94.61	95.76	96.49	85.92	78.28	88.27	97.10	93.48	88.76	79.39	95.71	93.32	95.31	93.24	79.31	96.39	2010.00

MAY TRANSIT HOURS DATA

ROUTE:	Sum of Lunch	Sum of Gross Hours	Sum of Rev Hours	Sum of Payroll
WCTS 1	0.0	0.0	0.0	0.0
WCTS 2	0.5	7.0	5.1	6.5
WCTS 3	6.7	18.1	7.1	11.4
WCTS 4	11.5	245.9	212.0	234.4
WCTS 5	6.2	129.4	99.8	123.2
WCTS 6	2.5	73.6	64.3	71.1
WCTS 7	10.0	230.1	193.7	220.1
WCTS 8	1.0	123.8	103.6	122.8
WCTS 9	9.0	194.3	162.0	185.3
WCTS 10	9.1	192.0	160.4	183.0
WCTS 11	10.5	255.1	215.6	244.6
WCTS 12	11.0	218.1	179.9	207.1
WCTS 13	0.0	0.0	0.0	0.0
WCTS 14	0.0	0.0	0.0	0.0
WCTS 15	9.2	217.8	186.4	208.7
WCTS 16	0.0	0.0	0.0	0.0
WCTS 17	8.5	167.5	135.8	159.0
WCTS 18	5.7	81.9	58.5	76.2
WCTS 19	0.0	0.0	0.0	0.0
WCTS 20	11.6	262.4	225.9	250.8
WCTS 21	0.0	0.0	0.0	0.0
WCTS 22	0.0	0.0	0.0	0.0
WCTS 23	0.0	0.0	0.0	0.0
WCTS 24	0.0	0.0	0.0	0.0
WCTS 25	0.0	0.0	0.0	0.0
Grand Total	113.0	2416.8	2010.0	2303.9

MAY TRANSIT PASSENGER & TICKET DATA

ROUTE:	Sum of WCDD	PASS Count	Sum of PCA	Sum of WCHS	Sum of Vaccine	Sum of WCSSE	Sum of WCSCS	Sum of WCHS	Sum of G	Sum of GREEN	Sum of BLUE	Sum of Loop \$1.50	Sum of Loop \$3.00	Sum of \$1.50	Sum of \$3.00	Sum of \$5	Sum of \$10	Sum of total tx	Sum of TOTAL Cash
WCTS 1	0	0	0	0	0	0	0	0	0	0	2	0	0	3	2	0	0	0	\$0.00
WCTS 2	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	\$10.50
WCTS 3	0	11	0	0	0	3	0	0	0	0	2	0	0	5	1	0	0	2	\$10.50
WCTS 4	0	228	2	3	0	0	0	0	0	7	68	0	0	82	76	1	0	75	\$356.00
WCTS 5	0	132	0	0	0	0	0	0	0	2	47	0	0	58	24	0	0	49	\$159.00
WCTS 6	0	122	0	1	0	0	0	0	0	3	13	58	8	24	17	0	0	16	\$198.00
WCTS 7	0	216	2	3	0	0	0	0	0	9	36	0	0	65	101	3	0	45	\$415.50
WCTS 8	0	198	0	0	0	0	0	0	0	2	20	12	0	39	29	0	0	22	\$325.50
WCTS 9	0	202	2	2	0	0	0	0	0	2	85	0	0	55	54	2	0	87	\$254.50
WCTS 10	0	278	1	0	0	0	0	0	0	5	60	0	0	185	25	0	1	65	\$362.50
WCTS 11	0	298	0	13	0	0	0	0	0	3	93	0	0	105	91	3	0	96	\$445.50
WCTS 12	0	293	1	1	0	0	0	0	0	5	91	0	0	137	61	0	0	96	\$388.50
WCTS 13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 15	0	256	2	0	0	36	0	0	0	6	61	0	0	101	39	0	1	67	\$278.50
WCTS 16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 17	0	163	0	0	0	0	0	0	0	6	54	0	0	46	55	2	0	60	\$244.00
WCTS 18	0	81	0	1	0	0	0	0	0	1	35	0	0	24	21	0	0	36	\$99.00
WCTS 19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 20	0	345	0	3	0	0	0	0	0	3	104	0	0	139	97	0	0	107	\$499.50
WCTS 21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
WCTS 25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Grand Total	0	2831	10	27	0	39	0	54	771	154	20	1068	693	11	2	825	\$4,047.00		

\$1.50 x \$3.00 = \$5.00
 \$1.50 x \$1.50 = \$2.25
 \$231.00 x \$60.00 = \$13,860.00
 \$3.00 x \$3.00 = \$9.00
 \$1.50 x \$1.50 = \$2.25
 \$1,602.00 x \$20.00 = \$32,040.00
 \$5.00 x \$55 = \$275.00
 \$5.00 x \$55 = \$275.00
 \$10.00 x \$10 = \$100.00
 \$20.00 x \$20 = \$400.00
 = 4047

MAY MILAGE DATA

ROUTE:	Sum of Rev Mileage	Sum of Total Mileage	Sum of Mileage Diff
WCTS 1	0	0	0
WCTS 2	122	134	12
WCTS 3	141	208	67
WCTS 4	3,606	4,086	480
WCTS 5	1,683	2,152	469
WCTS 6	841	945	104
WCTS 7	3,171	3,656	485
WCTS 8	1,345	1,608	263
WCTS 9	2,432	2,913	481
WCTS 10	2,093	2,410	317
WCTS 11	3,574	4,102	528
WCTS 12	3,058	3,467	409
WCTS 13	138	170	32
WCTS 14	0	0	0
WCTS 15	3,592	3,899	307
WCTS 16	0	0	0
WCTS 17	1,851	2,227	376
WCTS 18	840	1,195	355
WCTS 19	38	45	7
WCTS 20	3,960	4,363	403
WCTS 21	0	0	0
WCTS 22	0	0	0
WCTS 23	0	0	0
WCTS 24	0	0	0
WCTS 25	0	0	0
Grand Total	32,485	37,580	5,095

Universal Transportation Systems LLC
dba U.T.S.
9900 Princeton Glendale Rd
West Chester, Ohio 45246

Date 8/1/2023

Warren County Commissioners
Attn: Susanne Mason
406 Justice Drive
Lebanon, Ohio 45036

Invoice # 6/1/2023
PO #

June, 2023

Revenue	Hours	Hourly Rate	Total
	2,138.83	\$35.46	\$ 75,842.91
Samsara units		Rate	
	17	\$45.00	<u>\$ 765.00</u>
			\$ 76,607.91

I hereby certify that the above information is correct to the best of my knowledge and the documentation for project operating data are being retained in the project file.

Signature of Project Applicant

Date

TRANSIT REVENUE HOURS BY DRIVER BY DATE JUNE 2023

Sum of Rev Hours DRIVER:	Column Labels																													
	6/1	6/2	6/5	6/6	6/7	6/8	6/9	6/12	6/13	6/14	6/15	6/16	6/19	6/20	6/21	6/22	6/23	6/26	6/27	6/28	6/29	6/30	Grand Total							
Name Redacted	9.47	9.72	0.00	8.10	8.17	8.67	9.68	0.00	8.82	9.28	9.28	9.50	0.00	7.90	10.02	10.23	9.43	0.00	8.03	7.87	7.90	9.47	161.54							
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.23	9.83	0.00	9.78	3.65	11.20	10.27	0.00	10.25	9.23	10.88	9.73	0.00	96.05							
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.58	5.25	0.00	0.00	4.25	0.00	0.00	0.00	0.00	0.00	15.08							
Name Redacted	0.00	2.42	10.45	7.58	0.00	0.00	3.00	8.58	9.33	0.00	0.00	2.00	10.33	7.45	2.83	0.00	14.83	7.45	7.45	0.00	0.00	4.83	98.53							
Name Redacted	0.00	0.00	9.92	8.50	9.42	10.17	9.67	10.00	9.17	9.67	9.75	9.58	9.17	9.25	9.33	9.83	10.17	9.58	9.83	10.17	9.75	10.25	193.18							
Name Redacted	0.00	4.52	5.35	0.00	5.05	0.00	4.95	5.28	0.00	5.12	0.00	5.47	4.38	0.00	5.15	0.00	4.88	5.07	0.00	4.62	0.00	4.87	64.71							
Name Redacted	7.38	7.17	0.00	0.00	7.13	7.08	7.75	0.00	0.00	7.20	6.50	6.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56.63							
Name Redacted	0.00	6.98	6.70	6.78	0.00	6.90	6.67	5.60	4.35	0.00	6.63	6.92	6.68	6.58	0.00	6.37	0.00	7.00	6.08	0.00	4.78	6.43	101.45							
Name Redacted	10.15	9.32	9.62	10.62	9.87	9.62	9.48	10.13	8.97	8.63	9.50	9.90	9.73	9.80	9.40	9.60	9.97	9.50	9.07	8.35	8.15	9.28	208.66							
Name Redacted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.32	8.05	10.83	9.03	8.68	7.48	7.57	7.98	62.94							
Name Redacted	10.70	10.70	10.13	10.00	10.95	9.62	10.60	10.07	9.92	10.62	9.95	10.25	9.25	9.37	10.65	9.72	9.50	10.57	9.22	9.40	9.10	9.45	219.74							
Name Redacted	7.98	6.85	0.00	8.58	8.15	7.10	7.72	0.00	7.43	8.00	7.90	7.22	0.00	6.85	8.87	7.92	7.37	0.00	7.75	9.25	0.00	7.78	132.72							
Name Redacted	3.37	1.28	4.70	1.17	4.32	4.27	2.42	0.00	0.00	1.42	0.00	1.52	1.13	1.22	1.32	2.45	0.00	2.37	0.00	0.92	1.22	0.00	35.10							
Name Redacted	0.00	0.00	10.10	10.10	10.03	10.42	10.02	9.97	10.37	10.93	9.67	10.08	5.82	10.30	10.05	10.08	9.90	10.12	10.20	9.35	10.98	10.58	199.07							
Name Redacted	9.93	11.27	0.00	0.00	0.00	0.00	0.00	10.52	9.82	10.50	10.85	10.83	9.80	9.87	10.30	10.80	9.62	10.55	9.57	9.37	10.22	9.60	173.42							
Name Redacted	7.30	7.20	8.87	10.02	8.30	9.05	0.00	8.27	8.40	8.27	8.48	0.00	7.28	8.70	8.20	0.00	0.00	8.00	8.05	8.88	8.57	0.00	141.84							
Name Redacted	8.55	7.97	8.30	7.60	7.90	8.25	9.37	8.17	7.77	7.77	8.42	8.55	8.45	8.00	7.83	8.13	7.67	7.52	8.27	8.33	7.92	7.43	178.17							
Grand Total	74.83	85.40	84.14	89.05	89.29	91.15	91.33	86.59	94.35	108.64	106.76	98.24	97.38	104.19	108.47	103.45	108.42	107.01	111.43	104.87	95.89	97.95	2138.83							

JUNE TRANSIT HOURS DATA

ROUTE:	Sum of Lunch	Sum of Gross Hours	Sum of Rev Hours	Sum of Payroll
WCTS 1	0.0	0.0	0.0	0.0
WCTS 2	0.7	20.5	15.1	19.8
WCTS 3	37.4	85.1	35.1	47.7
WCTS 4	11.0	244.0	208.7	233.0
WCTS 5	8.0	127.6	101.5	119.6
WCTS 6	2.5	112.2	98.6	109.7
WCTS 7	10.0	228.7	193.2	218.7
WCTS 8	1.0	69.0	56.6	68.0
WCTS 9	8.5	193.4	161.5	184.9
WCTS 10	8.3	171.2	141.8	162.9
WCTS 11	9.5	202.6	173.4	193.1
WCTS 12	10.7	214.9	178.2	204.3
WCTS 13	0.0	0.0	0.0	0.0
WCTS 14	0.0	0.0	0.0	0.0
WCTS 15	9.4	232.1	199.1	222.7
WCTS 16	4.0	76.0	63.0	72.0
WCTS 17	7.5	164.5	132.7	157.0
WCTS 18	6.5	89.7	64.7	83.2
WCTS 19	5.0	113.8	96.1	108.8
WCTS 20	11.0	256.2	219.7	245.2
WCTS 21	0.0	0.0	0.0	0.0
WCTS 22	0.0	0.0	0.0	0.0
WCTS 23	0.0	0.0	0.0	0.0
WCTS 24	0.0	0.0	0.0	0.0
WCTS 25	0.0	0.0	0.0	0.0
Grand Total	151.0	2601.3	2138.8	2450.3

JUNE MILAGE DATA

ROUTE:	Sum of Rev Mileage	Sum of Total Mileage	Sum of Mileage Diff
WCTS 1	0	0	0
WCTS 2	355	510	155
WCTS 3	630	981	351
WCTS 4	4,115	4,735	620
WCTS 5	1,415	1,848	433
WCTS 6	1,184	1,475	291
WCTS 7	3,791	4,314	523
WCTS 8	803	976	173
WCTS 9	2,257	2,782	525
WCTS 10	2,025	2,373	348
WCTS 11	2,461	2,854	393
WCTS 12	2,846	3,307	461
WCTS 13	264	365	101
WCTS 14	146	176	30
WCTS 15	3,389	3,728	339
WCTS 16	965	1,139	174
WCTS 17	1,830	2,217	387
WCTS 18	1,176	1,592	416
WCTS 19	1,168	1,421	253
WCTS 20	4,016	4,412	396
WCTS 21	0	0	0
WCTS 22	0	0	0
WCTS 23	0	0	0
WCTS 24	0	0	0
WCTS 25	0	0	0
Grand Total	34,836	41,205	6,369

Request for Proposal for
Operation of Warren County Transit Service
Addendum #3
8/24/2023

Questions Submitted:

1. Could you please confirm the 30,000 revenue hour estimate in the RFP is consistent with the NTD definition for revenue hours and *excludes* all deadhead (garage to first pickup and last pickup to garage), operator training, and maintenance testing?

Warren County is not charged for deadhead hours, we are charged only for hours in which a passenger is on the bus. At the end of this addendum is a monthly invoice. Please see info below:

2022 figures:

Total revenue miles: 393,462

Total miles: 441,212

Actual revenue hours of service: 24,837

Total hours: 28,498

2. What is the average number of trips completed per hour in the current service?

We do not have an hourly breakdown of trips. Please see attached monthly invoice. Also, below is the number of trips for the year 2022.

Fixed route: 1,630

Demand Response: 31,469

Contracted: 1,436

3. Could you please describe the full current cost structure of the existing service? We understand that there's an hourly rate and reimbursement for Samsara cameras, but has the County incurred any upfront costs or any other costs currently paid to the vendor?

Besides the hour rate and the Samsara cameras, there are no other costs paid to the vendor.

4. Our understanding is that the service today does not provide a rider app. Would the County be interested in a custom application through which riders can request rides, track the status of their rides, review their account and history, etc.?

Yes, we are interested in that possibility.

5. Are proposers able to get the RFP in Word format?

Yes, anyone who would like the RFP in Word format may request it prior to the September 1, 2023 due date.

Invoice Example

June, 2023

Revenue Hours	Hourly Rate	Total
2,138.83	\$35.46	\$ 75,842.91
Samsara units	Rate	
17	\$45.00	\$ 765.00
		<hr/>
		\$ 76,607.91

Continued on next page

JUNE TRANSIT HOURS DATA

ROUTE:	Sum of Lunch	Sum of Gross Hours	Sum of Rev Hours	Sum of Payroll
WCTS 1	0.0	0.0	0.0	0.0
WCTS 2	0.7	20.5	15.1	19.8
WCTS 3	37.4	85.1	35.1	47.7
WCTS 4	11.0	244.0	208.7	233.0
WCTS 5	8.0	127.6	101.5	119.6
WCTS 6	2.5	112.2	98.6	109.7
WCTS 7	10.0	228.7	193.2	218.7
WCTS 8	1.0	69.0	56.6	68.0
WCTS 9	8.5	193.4	161.5	184.9
WCTS 10	8.3	171.2	141.8	162.9
WCTS 11	9.5	202.6	173.4	193.1
WCTS 12	10.7	214.9	178.2	204.3
WCTS 13	0.0	0.0	0.0	0.0
WCTS 14	0.0	0.0	0.0	0.0
WCTS 15	9.4	232.1	199.1	222.7
WCTS 16	4.0	76.0	63.0	72.0
WCTS 17	7.5	164.5	132.7	157.0
WCTS 18	6.5	89.7	64.7	83.2
WCTS 19	5.0	113.8	96.1	108.8
WCTS 20	11.0	256.2	219.7	245.2
WCTS 21	0.0	0.0	0.0	0.0
WCTS 22	0.0	0.0	0.0	0.0
WCTS 23	0.0	0.0	0.0	0.0
WCTS 24	0.0	0.0	0.0	0.0
WCTS 25	0.0	0.0	0.0	0.0
Grand Total	151.0	2601.3	2138.8	2450.3

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JUNE MILAGE DATA

ROUTE:	Sum of Rev Mileage	Sum of Total Mileage	Sum of Mileage Diff
WCTS 1	0	0	0
WCTS 2	355	510	155
WCTS 3	630	981	351
WCTS 4	4,115	4,735	620
WCTS 5	1,415	1,848	433
WCTS 6	1,184	1,475	291
WCTS 7	3,791	4,314	523
WCTS 8	803	976	173
WCTS 9	2,257	2,782	525
WCTS 10	2,025	2,373	348
WCTS 11	2,461	2,854	393
WCTS 12	2,846	3,307	461
WCTS 13	264	365	101
WCTS 14	146	176	30
WCTS 15	3,389	3,728	339
WCTS 16	965	1,139	174
WCTS 17	1,830	2,217	387
WCTS 18	1,176	1,592	416
WCTS 19	1,168	1,421	253
WCTS 20	4,016	4,412	396
WCTS 21	0	0	0
WCTS 22	0	0	0
WCTS 23	0	0	0
WCTS 24	0	0	0
WCTS 25	0	0	0
Grand Total	34,836	41,205	6,369

Continued on next page

ROUTE:	Sum of WCDD	PASS Count	Sum of PCA	Sum of WCHS	Sum of GREEN	Sum of BLUE	Sum of Loop \$1.50	Sum of Loop \$3.00	Sum of \$1.50	Sum of \$3.00	Sum of \$5	Sum of \$10	Sum of total tx	Sum of TOTAL Cash
WCTS 1		0											0	\$0.00
WCTS 2	0	16	0	1	1	5	0	0	5	5	0	0	6	\$22.50
WCTS 3	11	76	2	0	0	30	1	1	18	13	1	2	30	\$95.50
WCTS 4	69	258	2	3	9	33	0	0	77	67	0	0	42	\$316.50
WCTS 5	0	138	1	0	3	45	0	0	52	35	0	0	48	\$183.00
WCTS 6	0	189	1	0	2	32	74	3	43	39	0	0	34	\$301.50
WCTS 7	63	249	0	2	12	44	0	0	73	50	4	0	56	\$279.50
WCTS 8	1	89	0	0	0	14	32	4	19	16	0	0	14	\$136.50
WCTS 9	0	216	5	1	4	73	2	4	71	41	1	0	77	\$249.50
WCTS 10	41	270	1	0	7	64	0	6	137	7	1	0	71	\$249.50
WCTS 11	18	202	0	1	2	64	0	0	57	60	2	0	66	\$275.50
WCTS 12	8	252	0	0	1	77	0	0	123	38	1	1	78	\$313.50
WCTS 13	2	11	0	0	0	5	0	0	4	0	0	0	5	\$6.00
WCTS 14		0											0	\$0.00
WCTS 15	53	281	0	3	3	49	0	0	113	50	5	0	52	\$344.50
WCTS 16	11	64	0	0	2	15	0	0	16	20	1	0	17	\$89.00
WCTS 17	5	153	1	2	3	60	0	0	39	41	0	0	63	\$181.50
WCTS 18	0	102	0	0	3	31	0	0	43	25	0	0	34	\$139.50
WCTS 19	0	101	0	1	1	20	0	0	33	30	0	0	21	\$139.50
WCTS 20	1	336	1	3	2	85	0	0	129	116	3	0	87	\$556.50
WCTS 21		0											0	\$0.00
WCTS 22		0											0	\$0.00
WCTS 23		0											0	\$0.00
WCTS 24		0											0	\$0.00
WCTS 25		0											0	\$0.00
Grand Total	283	3003	14	17	55	746	109	18	1052	653	19	3	801	\$3,879.50

TRANSIT PAYROLL HOURS BY DRIVER BY DATE JUNE 2023

6/1	6/2	6/5	6/6	6/7	6/8	6/9	6/1 2	6/1 3	6/1 4	6/1 5	6/1 6	6/1 9	6/2 0	6/2 1	6/2 2	6/2 3	6/2 6	6/2 7	6/2 8	6/2 9	6/3 0	Grand Total
10.7	10.9		9.6	9.5	10.2	11.2		10.0	10.3	10.5	10.8		9.4	10.9	11.1	11.2	0.0	9.6	9.4	9.3	10.4	184.9
									12.3	11.0	0.0	11.0	4.7	12.2	11.6		11.2	11.5	11.9	11.6		108.8
												7.0	6.8			6.0						19.8
0.0	3.3	11.3	8.8			4.3	9.8	10.9			3.0	11.5	8.5	4.4	0.0	10.9	8.5	8.5			5.8	109.7
		10.9	10.0	10.8	11.3	11.1	11.3	10.6	10.9	11.0	11.0	10.3	10.4	11.1	10.8	11.3	11.2	10.7	11.3	10.9	11.8	218.7
0.0	5.8	6.7		6.5	0.0	6.4	7.0		6.6	0.0	6.7	5.8		6.8	0.0	6.2	6.6		6.2	0.0	6.3	83.2
8.9	8.5			8.5	8.8	9.1			8.8	7.8	7.8											68.0
	8.3	8.2	8.4		8.5	8.3	6.9	4.1		8.5	8.0	8.1	8.5		6.0		8.3	7.5		4.3	7.8	119.6
11.1	10.2	10.7	11.6	11.0	10.7	10.5	11.0	10.2	9.9	10.6	10.9	10.8	10.9	10.5	10.8	11.2	10.8	10.5	9.2	9.4	10.7	233.0
														4.3	9.4	11.7	10.3	9.5	8.9	8.7	9.3	72.0
11.8	11.7	11.3	11.1	12.3	10.7	11.6	11.2	11.0	11.7	11.1	11.4	10.5	10.6	11.6	10.9	10.8	11.5	10.7	10.7	10.3	10.8	245.2
9.8	8.4		10.2	9.6	8.8	9.0		8.6	9.2	9.1	8.6		8.3	10.0	9.5	9.0		9.2	10.7	0.0	9.1	157.0
4.2	1.9	5.5	2.0	4.9	4.9	3.2			2.2		2.0	1.9	2.2	2.2	3.2		2.9		1.8	2.9	0.0	47.7
		11.1	12.1	11.3	11.3	11.3	11.1	11.3	12.5	11.0	11.2	6.9	11.3	11.3	11.2	11.0	11.2	11.2	10.8	12.1	11.7	222.7
11.2	12.3						11.6	11.1	11.4	12.0	12.2	11.0	11.1	11.4	11.8	10.8	11.8	11.0	10.7	11.3	10.6	193.1
9.1	8.3	9.9	11.3	9.4	10.1	0.0	9.5	9.6	9.7	9.6	0.0	8.6	9.9	9.4	0.0		9.4	9.3	10.0	9.7		162.9
9.5	9.3	8.8	9.0	9.3	9.3	10.8	9.3	9.0	9.0	9.5	10.0	9.5	9.3	9.3	9.3	9.0	9.0	9.3	9.5	9.0	8.8	204.3
86.3	99.0	94.4	104.1	102.9	104.6	106.4	98.6	106.4	124.4	121.6	113.3	112.9	121.7	125.4	115.5	119.0	122.5	128.3	121.1	109.2	112.9	2450.3

Continued on next page

TRANSIT REVENUE HOURS BY DRIVER BY DATE JUNE 2023

DRIVE R:	6/1	6/2	6/5	6/6	6/7	6/8	6/9	6/1 2	6/1 3	6/14	6/15	6/1 6	6/1 9	6/20	6/21	6/22	6/23	6/26	6/27	6/28	6/2 9	6/3 0	Grand Total
A	9.47	9.72	0.00	8.10	8.17	8.67	9.68	0.00	8.82	9.28	9.28	9.50	0.00	7.90	10.02	10.23	9.43	0.00	8.03	7.87	7.90	9.47	161.54
B	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.23	9.83	0.00	9.78	3.65	11.20	10.27	0.00	10.25	9.23	10.88	9.73	0.00	96.05
C	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.58	5.25	0.00	0.00	4.25	0.00	0.00	0.00	0.00	0.00	15.08
D	0.00	2.42	10.4 5	7.58	0.00	0.00	3.00	8.58	9.33	0.00	0.00	2.00	10.3 3	7.45	2.83	0.00	14.83	7.45	7.45	0.00	0.00	4.83	98.53
E	0.00	0.00	9.92	8.50	9.42	10.1 7	9.67	10.0 0	9.17	9.67	9.75	9.58	9.17	9.25	9.33	9.83	10.17	9.58	9.83	10.17	9.75	10.2 5	193.18
F	0.00	4.52	5.35	0.00	5.05	0.00	4.95	5.28	0.00	5.12	0.00	5.47	4.38	0.00	5.15	0.00	4.88	5.07	0.00	4.62	0.00	4.87	64.71
G	7.38	7.17	0.00	0.00	7.13	7.08	7.75	0.00	0.00	7.20	6.50	6.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56.63
H	0.00	6.98	6.70	6.78	0.00	6.90	6.67	5.60	4.35	0.00	6.63	6.92	6.68	6.58	0.00	6.37	0.00	7.00	6.08	0.00	4.78	6.43	101.45
I	10.1 5	9.32	9.62	10.6 2	9.87	9.62	9.48	10.1 3	8.97	8.63	9.50	9.90	9.73	9.80	9.40	9.60	9.97	9.50	9.07	8.35	8.15	9.28	208.66
J	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.32	8.05	10.83	9.03	8.68	7.48	7.57	7.98	62.94
K	10.7 0	10.7 0	10.1 3	10.0 0	10.9 5	9.62	10.6 0	10.0 7	9.92	10.62	9.95	10.2 5	9.25	9.37	10.65	9.72	9.50	10.57	9.22	9.40	9.10	9.45	219.74
L	7.98	6.85	0.00	8.58	8.15	7.10	7.72	0.00	7.43	8.00	7.90	7.22	0.00	6.85	8.87	7.92	7.37	0.00	7.75	9.25	0.00	7.78	132.72
M	3.37	1.28	4.70	1.17	4.32	4.27	2.42	0.00	0.00	1.42	0.00	1.52	1.13	1.22	1.32	2.45	0.00	2.37	0.00	0.92	1.22	0.00	35.10
N	0.00	0.00	10.1 0	10.1 0	10.0 3	10.4 2	10.0 2	9.97	10.3 7	10.93	9.67	10.0 8	5.82	10.30	10.05	10.08	9.90	10.12	10.20	9.35	10.9 8	10.5 8	199.07
O	9.93	11.2 7	0.00	0.00	0.00	0.00	0.00	10.5 2	9.82	10.50	10.85	10.8 3	9.80	9.87	10.30	10.80	9.62	10.55	9.57	9.37	10.2 2	9.60	173.42
P	7.30	7.20	8.87	10.0 2	8.30	9.05	0.00	8.27	8.40	8.27	8.48	0.00	7.28	8.70	8.20	0.00	0.00	8.00	8.05	8.88	8.57	0.00	141.84
Q	8.55	7.97	8.30	7.60	7.90	8.25	9.37	8.17	7.77	7.77	8.42	8.55	8.45	8.00	7.83	8.13	7.67	7.52	8.27	8.33	7.92	7.43	178.17
Grand Total	74.8 3	85.4 0	84.1 4	89.0 5	89.2 9	91.1 5	91.3 3	86.5 9	94.3 5	108.6 4	106.7 6	98.2 4	97.3 8	104.1 9	108.4 7	103.4 5	108.4 2	107.0 1	111.4 3	104.8 7	95.8 9	97.9 5	2138.8 3

Request for Proposal for
Operation of Warren County Transit Service
Addendum #2
8/18/2023

Questions Submitted:

1. What is the current technology/software that the County is using for its demand-response service?

Response:

The County does not own or operate the software and cannot comment on current software used. However, the County does reimburse the service provider for the use of Samsara cameras with live GPS tracking.

2. What is the current technology/software that the County is using its flex route service?

Response:

The County does not own or operate the software and cannot comment on current software used. However, the County does reimburse the service provider for the use of Samsara cameras with live GPS tracking.

3. Can the County elaborate on how the flex route through the City of Lebanon works today? Which stops are fixed and how are riders able to request flexible pick-ups?

Response:

Please see the attached Lebanon Loop flyer that shows route stops and times. Riders may request a deviation from the route of up to $\frac{3}{4}$ of a mile by calling dispatch.

4. The RFP references adding more flex routes to meet the needs of employment. What are the County's objectives for using flex routes vs. demand-response in those locations?

Response:

The County would like to explore the possibility of adding flex routes based on passenger need. Possible locations to be considered are within the Cities of Mason and Franklin. The Service Provider will be expected to provide suggestions on routing.

5. Is the County / City of Lebanon open to considering using a fully demand response service powered by software and a rider mobile application in place of offering flex routes, if it increases service efficiency and reduces cost per ride compared to the current flex routes?

Response:

Yes, the County is open to this consideration.

6. What is the price per hour that the County pays for the current demand-response and flex route service?

Response:

Currently, Warren County pays the service operator \$35.46 per revenue hour. This price covers operation, dispatch, drivers, mechanics, upkeep of fleet, insurance, and all costs associated with operating the system. It does not include the cost of fuel. The County also pays the service provider an extra fee of \$765 per month to cover the cost of the Samsara GPS cameras.

7. What is the cost per ride of the current demand-response and flex route service?

Response:

Cost is \$3 for a one-way trip (for both demand response and flex route). Elderly & Disabled, and children receive a discounted fare of \$1.50. Trips that leave the county are not discounted.

8. What is the mileage and passenger capacity of the vehicles in the current fleet? How many are wheelchair accessible?

Response:

All vehicles are wheelchair accessible with capacity of 12 passengers. Please refer to Exhibit 1, page 43 for "Vehicle Roster" for make of vehicles. Odometer readings below:

Bus Number	Milage as of 9/30/22
307	210,410
308	233,714
309	260,573
310	240,389
313	205,377
314	159,795

315	207,146
316	105,615
317	142,876
318	134,764
319	85,997
320	79,470
321	58,142
322	67,565
323	59,117
324	64,303
325	44,314
326	18,443

9. Can the County clarify the “monthly service cap” that is referenced in the RFP?

Response:

The RFP states on page 4, “There may be a monthly service cap due to limited federal, state and local funds. Monthly caps not used can be carried over to the following months.”

Because there is a limited amount of funds available each year, contracts have a yearly cap. The idea of the monthly service cap is to spend the funds consistently throughout the year. While some months may be busier than others, care must be taken to ensure that too many funds are not expended each month to ensure that there is adequate funding available to last all year.

Where can I board the bus?

Along with the numbered stops, boarding buses is permitted anywhere along the flag stop areas where traffic conditions permit and the bus can safely pull out of traffic. To flag a bus, simply wave at the driver and the bus will pull over and allow you to board.

How to request a route deviation

Route deviations are available up to 3/4 mile from the mapped route. Due to time constraints please call no less than (2) business days prior to your requested deviation. Deviations are subject to availability and are not guaranteed.

Other Warren County Transit Services

Warren County Transit also offers Scheduled Rides for travel anywhere within Warren County. Scheduled Rides are available Monday through Friday and vehicles are all handicap accessible. Please call the scheduling office to request a Schedule Ride or Flex Route Deviation.

Lebanon Loop Courtesy Rules & Guidelines

- You can carry on as many bags as you can safely handle at one time without assistance and that you can secure in your seat.
- Bikes are not permitted.
- Passengers 13 and younger must be accompanied by an adult.
- Bus operators are not permitted to lift passengers or wheelchairs.
- Only service animals are permitted.

Ridership privileges may be suspended for the following actions:

- Impolite and discourteous behavior to the driver and/or other passengers.
- Not using earphones to listen to personal radios/CD/MP3 players.
- Eating, drinking, smoking, or chewing tobacco products.

Ridership privileges may be permanently suspended for the following actions:

- Physically harming a passenger, driver or service provider staff person.
- Threatening passengers or staff with bodily harm while on or near a transit vehicle or on the phone.
- Intentionally damaging a transit vehicle or transit property in any manner.
- Possessing controlled substances (other than own current prescriptions).
- Being intoxicated or under the influence of illegal drugs.
- Possessing anything that is or can be construed as a weapon.

Warren County Transit Service

Lebanon Loop Flex Route



Connecting our Community

Telephone:
1-888-297-0990



Monday through Friday

1	Warren County Gov't Campus	9:30 AM	11:00 AM	12:30 PM	2:00 PM	3:30 PM
2	YMCA	9:42 AM	11:12 AM	12:42 PM	2:12 PM	3:42 PM
3	Rural King	9:46 AM	11:16 AM	12:46 PM	2:16 PM	3:46 PM
4	Goodwill	9:54 AM	11:24 AM	12:54 PM	2:24 PM	3:54 PM
5	Colony Square Plaza	10:01 AM	11:31 AM	1:01 PM	2:31 PM	4:01 PM
6	Mound St. Stop	10:07 AM	11:37 AM	1:07 PM	2:37 PM	4:07 PM
7	Columbus & Lakeside, NB*	10:14 AM	11:44 AM	1:14 PM	2:44 PM	4:14 PM
8	Kroger NB*	10:19 AM	11:49 AM	1:19 PM	2:49 PM	4:19 PM
9	Walmart	10:25 AM	11:55 AM	1:25 PM	2:55 PM	4:25 PM
10	Kroger, SB*	10:32 AM	12:02 PM	1:32 PM	3:02 PM	4:32 PM
11	Columbus & Lakeside, SB*	10:40 AM	12:10 PM	1:40 PM	3:10 PM	4:40 PM
12	Broadway & Warren	10:45 AM	12:15 PM	1:45 PM	3:15 PM	4:45 PM
13	West Street Apartments	10:49 AM	12:19 PM	1:49 PM	3:19 PM	4:49 PM
14	Franklin Rd & Yale	10:52 AM	12:22 PM	1:52 PM	3:22 PM	4:52 PM
15	Concord Square Apartments	10:57 AM	12:27 PM	1:57 PM	3:27 PM	4:57 PM

**WARREN COUNTY TRANSIT
LEBANON LOOP**



Lebanon Loop Fares

\$3.00 / Regular Fare
\$1.50 / For qualifying elderly & disabled

Call 513-695-1259 for information on receiving discounted rate.

All fares must be exact change only.

NB* - North Bound SB* - South Bound

Request for Proposal for
Operation of Warren County Transit Service
Addendum #1
8/16/2023

Proposers who submit insurance coverage proposals different from those contained in the RFP requirements will not be disqualified from submitting a proposal. The county will take into consideration insurance when scoring the proposals and negotiating with proposers.

Addendum No. 1 shall be signed and included with the submission of the proposal. Please sign below and enter the date you received this addendum.

Name, printed

Signature

Company

Date

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



**September 1, 2023
12:00 PM**

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

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

The Warren County Board of Commissioners is seeking proposals for the continued operation and management of its transit program. The system will operate within Warren County and provide transportation within the County and to selected locations in Butler and Montgomery Counties using 19-22 County-owned vehicles. It will be a one year contract with a startup date of January 1, 2024 and renewal options for four (4) additional years.

The deadline for receipt of proposals is 12:00 PM on September 1, 2023. Proposals should be emailed to wctransit@co.warren.oh.us . If emailing is not available, please call 513-695-1210 to make arrangements. If you do not receive a confirmation of receipt within one business day, please call. Content of proposals will not be viewed until September 1, 2023.

Submittals should include a contact name, address, phone number, and email. All Respondents are notified that disadvantaged business enterprises (DBEs) are encouraged to submit responses to this request. The Warren County Board of Commissioners will ensure that respondents to this request will not be discriminated against based on sex, race, color, creed or national origin in consideration of an award. Request for Proposal packages are available by contacting the Warren County Office of Grants Administration, 513-695-1210 or via email at wctransit@co.warren.oh.us and will be posted on the Warren County website at: <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>

This project is funded in part by Federal funds through the Federal Transit Administration (FTA) through an operating grant under Section 5307, the Ohio Public Transportation Grant Program, and the Ohio Elderly and Disabled Transit Fare Assistance Program along with County local funds. The Warren County Board of Commissioners retains the right to reject any or all proposals, and to withdraw this solicitation at any time. The Warren County Board of Commissioners is an equal opportunity employer.

WARREN COUNTY TRANSIT SERVICE REQUEST FOR PROPOSAL

Definitions as used herein

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

CONTACT PERSON

Questions regarding the RFP or requests for information should be directed, in writing, to Susanne Mason, Grants Administration Director, Warren County Office of Grants Administration, 406 Justice Drive, Room 251, Lebanon, Ohio 45036, (513) 695-1210, or susanne.mason@co.warren.oh.us. No requests for information will be considered after August 28, 2023.

I. PROJECT DESCRIPTION

The Warren County Board of Commissioners is seeking an interested, qualified Service Provider to provide demand responsive transit service with a possibility of adding flex routes to all areas of Warren County, including select locations in Montgomery, Butler, and Hamilton County. All proposals must include the entire service and the services cannot be separated. Providers must provide a complete budget (blank form provided).

Proposals should be based on the following information:

Passenger trips: Approximate total one-way trips – 42,000

General Ridership	40,000
Contract Service	<u>2,000</u>
Total	42,000

Revenue Vehicle Hours: 30,000

Revenue Vehicle Miles: 400,000

There may be a monthly service cap due to limited federal, state and local funds. Monthly caps not used can be carried over to the following months.

Nineteen (19) vans/light transit vehicles are currently owned by the Warren County Board of Commissioners and used on this project, with a possibility of growing the fleet to 22. At this time, the Service Provider does not need to supply additional vehicles (see an attached vehicle roster, Exhibit 1). Other equipment owned by the County and made available to the Service Provider is included in Exhibit 2 including vehicle radios. All County-owned vehicles will be used for Warren County Transit Service only. Currently 14 vehicles are needed during peak service, with a possibility of 18-19 needed.

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

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

PROJECT DURATION

The Warren County Board of Commissioners desires to sign a one (1) year contract, with a renewal option for four (4) additional years per mutual agreement, initial period to begin January 1, 2024 and end December 31, 2024. Said contract will be authorized by ODOT and the FTA and in accordance with the standards and guidelines established by the Warren County Board of Commissioners. Rates for the 2nd, 3rd, 4th, and 5th years of the contract, if extended, may be renegotiated based upon the availability of Federal, State and local funds.

DETAILED SERVICE DESCRIPTION

Demand Response

Demand response service is currently provided to all areas of Warren County. The service also currently provides service to several points outside of the county including:

- West Chester Hospital, 7700 University Drive (off Cox Road)
- Christ Hospital Medical Center in Liberty Township (off Cox Road)
- Austin Landing, Miamisburg, Ohio
- Middletown Shopping Center
- Cincinnati Eye Institute Middletown, 5850 Innovation Dr. (off Grand Rd)

Flex Routes

A flex route runs throughout the City of Lebanon. The County may choose to run additional routes throughout the County by the end of 2024 to increase transportation opportunities. Service Provider will be expected to provide consultation regarding additional routes and run all routes.

On-Demand Service

The County desires to see a limited amount of on-demand service in which customers may call in for immediate transportation. This service will depend on the number of buses available. Service Provider is expected to provide consultation on providing this type of service.

Scheduling

Scheduling is done on a first-come first-served basis and is operated 12.5 hours per day each weekday, with trips arranged and schedules prepared a day in advance. Hours of operation for the service are from 6:00 a.m. to 6:30 p.m. Monday through Friday, excluding the following six (6) holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Warren County Service area covers approximately 400 square miles and has an estimated population in 2022 of 249,800. Open door contract service is available to agencies desiring to purchase transportation services. This service is made available to the extent that it does not interfere with regular service as described above. The open door mode allows the transit system to transport fare-paying ticket holders, as well as contract-paid passenger trips.

Dispatch

The successful Service Provider will provide management of dispatch and all scheduling, using up-to-date software technology. Passengers will make their requests via phone or online. Requests may be made 48 hours in advance. Except for special circumstances, requests made within a reasonable time span of 48 hours shall be honored. Dispatchers must be trained on the system, courteous, and helpful to customers. Dispatchers are often the first voice representing the County and rude behavior to the public will not be tolerated.

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

The Americans with Disabilities Act requires that all passengers, including passengers requiring wheelchair accessibility, must have equivalent/comparable demand-responsive service.

Bus Maintenance

Warren County currently has a fleet of 19 buses with the possibility of expanding to 22 by the end of 2024. While the County owns the bus fleet, the Service Provider will maintain all buses, provide parking when not in use, and provide all mechanical work.

Vehicles with wheelchair lifts (provided by the County) are available. Service other than that described in this section and in the application must have prior Warren County Board of Commissioners and ODOT approval. There may be a monthly passenger service cap due to limited federal, state and local funds.

Reports

The Service Provider shall prepare reports necessary for grant applications and reports to the FTA or ODOT. Reports include, but are not limited to, drug and alcohol testing, maintenance, trips, revenue miles and hours, trip denials, unique passengers, and odometer readings. The County will perform quarterly monitoring.

Mobile Ticketing

The Service Provider shall be involved in the implementation of mobile ticketing including training drivers. The County will provide the mobile ticketing equipment and the service shall be implemented by December 31, 2024.

Service Expansion

Service will be expanded based upon need and available funding, and based upon mutual agreement between the Service Provider and the County.

Involvement

The Service Provider will be expected to be involved in regional meetings promoting interconnectivity to other transit systems, grant preparation, Transit Advisory Committee Meetings, and regular planning meetings with the County.

II. CONTRACTOR RESPONSIBILITIES AND SERVICE REQUIREMENTS

REIMBURSEMENT

The Service Provider will submit properly documented invoices as discussed in Accounting Records described below, not more than once a month for work actually performed. The Service Provider will be reimbursed on a fixed hourly rate on a monthly basis for regular service. All invoices will be accompanied by an explanation and justification for the funds requested. After reviewing and verifying invoices, Warren County will process said invoices and remit payment within thirty days, providing state and federal grant monies have been received.

TRANSIT REVENUE

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

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

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

ACCOUNTING RECORDS

The Service Provider shall establish and maintain in accordance with requirements established by the Warren County Board of Commissioners, ODOT, and FTA, separate accounts for the project, either independently or within its existing accounting system to be known as the "Project Account." The Project Account must be in accordance with ODOT and the FTA chart of accounts. All records will be based on a January 1 to December 31 calendar year. All costs charged to the Project, including any approved services contributed by the Service Provider or others, will be supported by properly executed payroll, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges in accordance with the rules and regulations of the Warren County Board of Commissioners, ODOT and FTA.

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

OTHER RECORDS AND REPORTS

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

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

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

ACCESS TO RECORDS

Warren County, ODOT, FTA or their designee(s) shall have access, at any time during operating hours, to the books, records and accounts of the Service Provider, pertaining to the Project. The Service Provider agrees to preserve and make available any and all financial operations, administrative and maintenance records pertaining to the Project for a period of three (3) years after payment of the final invoice, or after the annual audit, whichever is longer.

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

ACCESS TO KEY PERSONNEL

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

AUDIT AND INSPECTION

The Service Provider will permit Warren County, ODOT and FTA, or their agents to inspect all vehicles, facilities, and equipment purchased by Warren County, including those obtained through the Project, all transportation services rendered by the Service Provider by the use of such vehicles, facilities and equipment, and all relevant Project data and records. The Service Provider will submit an annual audit to Warren County. The audit must be in compliance with OMB Circular A-133; Audits of State, local government and non-profit organizations. Costs incurred for such audits must be reasonable and consistent with industry standards. Any audit costs incurred will be the responsibility of the Service Provider.

The Service Provider will be subjected to quarterly monitoring by Warren County. This monitoring shall include bus maintenance, personnel, asset, and flex route oversight.

The Service Provider agrees that Warren County, ODOT and FTA will be permitted to inspect all work, materials, payrolls and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project. Any overpayment to the Service Provider as may be determined by an audit shall be refunded to the appropriate agency (Warren County, ODOT and/or FTA).

REQUIRED INSURANCE COVERAGE

The Service Provider will maintain comprehensive & collision physical damage and auto liability insurance on all vehicles. Comprehensive & Collision physical damage insurance shall be maintained upon project equipment in an amount no less than the actual cash value or cost of repair, whichever is less. Auto Liability and General Liability insurance shall protect the U.S. Department of Transportation, the Ohio Department of Transportation, and Warren County from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the project equipment by the Service Provider or anyone directly or indirectly associated with the Service Provider. The amount of the liability guaranteed by the contract shall be not less than \$1,000,000.00 for damages for any one incident and not less than \$2,000,000.00 in the aggregate. Said policy shall name the Warren County Board of Commissioners as an “additional insured”. A copy shall be supplied to the Board of Commissioners prior to the effective date of the contract. Any deductible on such policies will be paid by the Service Provider. Deductibles and self-insured retainers, if any, will be identified in the proposal. Proposers must also identify their insurance agents and underwriting company. Warren County will be named as additional insured on all liability policies. All accidents and incidents must be reported to the Grants Coordinator immediately but no later than the next business day. In addition to the above listed amounts the Service Provider shall provide proof of an Umbrella policy covering the General Liability and Auto Liability on the Underlying Coverage with a limit of \$9,000,000.00, resulting in a total of \$10M limit.

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

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

DISPATCHING/OFFICE STAFF

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

RESERVATIONS

Passengers, including the elderly and/or disabled and the general public, make reservations 48 hours in advance for service for general demand response service, with same day pick-ups if availability allows. At least one vehicle will be used for on-demand trips, and at least one vehicle will be used for flex routes.

FARES

Regular fare is \$3 per one-way trip. Discounted fares are available for elderly/disabled passengers. Personal care assistants and service animals may ride for free. An identification card or other approved ID is required to receive the elderly and/or disabled reduced fare. The identification card is issued by the Warren County Office of Grants Administration with proof of age (65 years or older) or disability. The fares are as follows:

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

PERSONNEL

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

The Service Provider will furnish the following personnel:

Project Director - Due to the critical role occupied by the position of Project Director, the Service Provider must identify the person chosen to fill the position and provide a detailed resume of the individual's experience. The proposed Project Director must be available, if requested, to be interviewed by representatives of Warren County. The Project Director will be required to meet with representatives of Warren County periodically to review and discuss the service. The Project Director will assist County personnel with compiling the required information for the County's preparation of the grant applications for funds from local, state and federal sources and assist the County in the generation of contracts in meeting its local cash needs for the transportation project. Project Director shall play an active role in planning flex routes within the county, interconnectivity with other transit agencies, and best practices for operation.

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

Drivers - The Service Provider will be required to furnish a sufficient number of qualified drivers to operate the vehicles and to provide the services. Drivers must wear uniform shirts that identify

them as transit drivers. All drivers will be neatly and cleanly dressed, and will maintain a courteous and cooperative attitude when in contact with the public. All drivers must be at least 21 years old and properly licensed in the State of Ohio to provide public transportation services. In addition, drivers who will be operating vehicles seating more than sixteen (16) passengers (including the driver) or weighing more than 26,001 pounds must possess a valid Commercial Driver's License (CDL) and meet all CDL requirements. A written record from the Ohio Bureau of Motor Vehicles (BMV) must be submitted for each driver. Drivers who do not meet the following minimum criteria may not participate in the Project:

- No more than one (1) moving violation per year for the past five (5) years, with the maximum of six (6) points on his/her BMV report.
- Driving Records of all drivers will be checked annually for compliance with these standards.
- If the driver's license has been suspended, he/she must have two (2) full subsequent years with no moving violations, and
- Drivers must successfully pass a drug and alcohol test.
- A criminal records background check through the Bureau of Criminal Identification and Investigation must be conducted for all applicants. Under no conditions will a driver convicted of a felony or theft, domestic violence, assault, drug/alcohol, or sex related offense be allowed to participate in the Project
- Before hiring an applicant for employment, Service Provider must obtain a valid copy of a signed statement from a licensed physician acting within the scope of the physician's practice declaring that the applicant does not have a medical condition or physical condition, including vision impairment that cannot be corrected, that could interfere with safe driving, passenger assistance, and emergency treatment activity or could jeopardize the health and welfare of a client or the general public.

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

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

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

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

- Sensitivity training (including Passenger Assistance Techniques Training)
- Defensive Driving (including behind the wheel practice)
- System Security & Emergency Preparedness Plan Training (SSEPP)
- Limited English Proficiency Procedures

- In addition to the required drug and alcohol, bloodborne pathogens, and wheelchair securement training, all drivers are required to complete first aide training, CPR, and some type of passenger assistance training within six months of being hired. ODOT maintains a list of passenger assistance training programs that meet this requirement. Trainers for the required training must have a certificate of completion from a state or nationally recognized organization. All drivers should participate in regular staff meetings or safety meetings throughout the year to maintain their skills and to learn new information. Other types of training are encouraged including Defensive Driving.

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

- Drug & Alcohol training.
- Safety training.

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

Drivers will be required to maintain vehicle logs for each day of service. Logs will include scheduled and actual pick up times, beginning and ending mileage, driver hours, no shows, and other pertinent information.

VEHICLES

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

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

SAFETY INSPECTIONS

The Service Provider will perform and keep a record of routine daily vehicle safety inspections prior to beginning the day's service. Vehicles failing this inspection will not be used until the reason for failure is corrected. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. The County may inspect vehicles at any time and may bar a vehicle from service until the problem(s) discovered is/are corrected.

LICENSING

All vehicles are the property of the Warren County Board of Commissioners, titled to the Warren County Board of Commissioners and licensed by the Warren County Board of Commissioners. Under no circumstances will these vehicles be used for purposes other than those described in the

project contract without the express written permission of the Warren County Board of Commissioners.

MAINTENANCE

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

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

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

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

DAMAGE

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

RADIOS

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

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

PERFORMANCE MEASUREMENTS

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

PHASE-IN OF SERVICE

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

COMPLAINT PROCEDURES

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

All disputes or complaints by patrons of WCTS should be directed to the Project Director.

FUELS AND MATERIALS

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

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

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

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

ATTENDANTS

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

III. SUBMISSION OF RFP

PROPOSAL SUBMISSION

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

The deadline for receipt of proposals is 12:00 PM on September 1, 2023. Proposals should be emailed to Susanne Mason at susanne.mason@co.warren.oh.us. If emailing is not available, please call 513-695-1210 to make arrangements. If you do not receive a confirmation of receipt within one business day, please call. Content of proposals will not be viewed until September 1, 2023. Proposals received after the deadline will not be considered and will be returned unopened to the proposer. Proposals may be withdrawn or modified prior to the due date.

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

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

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

SELECTION PROCEDURES

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

- Preclusion from proposing (Federal, State, local)
- Proper electronic and paper document submitted and executed/signed/notarized
- Meet proposal deadline
- Not listed in sam.gov as a company barred from contracting with federal government.

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

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

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

Project Schedule for RFP

August 6, 2023- Advertise through the news media that Warren County is accepting proposals and the Request for Proposal packets are available through the Warren County Office of Grants Administration.

September 1, 2023, 12:00 PM deadline for submittal or proposals to the Office of Grants Administration.

October 10, 2023, Award contract.

January 1, 2024, date for the implementation of the new Contract to operate transit service within Warren County.

Conditions For Responding

1. Scope: The following terms and conditions shall prevail unless otherwise modified by Warren County within this proposal document. Warren County reserves the right to reject any proposal which takes exception to any terms and conditions.

2. Completing proposal: All information must be legible. Any and all corrections and/or erasures must be initialed. The proposal cover letter must be signed by an authorized respondent and all required information must be provided. A neatly typed document of reasonable length and using the forms provided is preferred. Expenses incurred in developing and submitting a proposal will be borne entirely by the Proposer.

3. Confidentiality of proposal information: Each proposal and supporting documents must be submitted in a sealed envelope to provide confidentiality of the proposal information prior to the proposal opening. **All proposals and supporting proposal documents become public information after award or rejection of all proposals and are available for inspection by the general public.**

4. Submission of proposal:

The deadline for receipt of proposals is 12:00 PM on September 1, 2023. Proposals should be emailed to Susanne Mason at susanne.mason@co.warren.oh.us. If emailing is not available, please call 513-695-1210 to make arrangements. If you do not receive a confirmation of receipt within one business day, please call. Content of proposals will not be viewed until September 1, 2023. Proposals received after the deadline will not be considered and will be returned unopened to the proposer. Proposals may be withdrawn or modified prior to the due date.

5. Addenda: All changes in connection with this proposal will be posted on the Warren County website, <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>

All contract addenda will be posted to the website prior to the RFP due date. Proposers should check the website regularly to stay updated on any changes to the project.

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

6. Late proposals and modification or withdrawals: Proposals received after the deadline designated in this proposal document shall not be considered and shall be returned unopened. For this reason, it is strongly suggested that proposals are submitted early to allow for technical errors such as size of proposal in email. Proposals may be withdrawn or modified prior to the proposal opening. All such transactions must be submitted in writing via email and received prior to the proposal opening.

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

8. Safety: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

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

10. Holding Harmless: The Contractor agrees to protect, defend, indemnify and hold Warren County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, suits, causes of action, and judgments of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance thereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

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

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

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

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

of termination specifying the extent to which performance under the contract is terminated, and the date upon which such termination becomes effective. In the event of any termination, Warren County shall pay the agreed rate only for services delivered up to the date of termination. Warren County shall have no obligation to the Contractor, of any kind, after the date of termination. The Contractor shall deliver all records, equipment, and materials to Warren County within seven (7) days of the date of termination.

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

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

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

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

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

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

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

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

23. Dispute resolution: If any private providers in the area have a complaint or dispute involving the Warren County Transit System (WCTS), they should submit in writing, the nature of the

complaint to the Office of Grants Administration at the Warren County Board of Commissioners within thirty (30) days of the occurrence. The Grants Coordinator will submit a copy of the complaint to the Board of County Commissioners. Upon consultation with the Warren County Transit Advisory Committee (TAC), the Board of Commissioners will review the complaint and mail its response to the private provider within fifteen (15) days of submission. All complaints unresolved at the local level will be submitted to ODOT for a final decision.

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

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

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

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

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

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

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

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

opportunities.

26. Buy America: The Contractor shall comply with applicable Buy America requirements set forth under the requirements of Section 165(a) of the Surface Transportation Act of 1982 and the applicable regulations in 49 CFR Part 661, as amended.

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

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

29. Environmental Violations: For all contracts and subcontracts in excess of \$100,000, the selected Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15) which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The selected Contractor shall report violations to FEDERAL TRANSIT ADMINISTRATION (FTA) and to the US EPA Assistant Administrator for Enforcement (EN0329).

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

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

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

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

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

transaction by any Federal, State, or local department or agency.

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

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

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

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

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

IV. SUBMITTAL PACKAGE

The following forms must be completed and submitted to be considered as a candidate for work described in this RFP. Attach additional sheets as necessary, clearly marked for easy reference by the evaluation committee. Submittal must be emailed to susanne.mason@co.warren.oh.us

Submittal Checklist

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

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

SUBMITTAL FORM

If proposer desires the submittal form in Microsoft Word Format, please request to susanne.mason@co.warren.oh.us by August 28, 2023.

(page 1 of 3)

Identification of Respondent

Name of Organization: _____

Business Address: _____

Telephone Number: _____

Business Website: _____

Contact Person: _____

Contact Email: _____

Legal Status of Organization: (Check one)

For-profit corporation or joint venture corporation

For-profit partnership or sole proprietorship

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

Description of Organization

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

Credit References

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

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

Yes _____ No _____

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

Is Respondent barred from contracts using federal funds per sam.gov? Yes _____ No _____

Managers for this contract

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

Daily Manager: _____ Corporate Manager: _____

Phone: _____ Phone: _____

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

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

SUBMITTAL FORM
(page 2 of 3)

Proposed subcontractors and consultants.

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

Disadvantaged and Small Business Status –Ohio Certification

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

Check the appropriate status of Respondent's business:

DBE _____ Small Business _____ Neither DBE or Small Business _____

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

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

Yes _____ No _____

If yes, give details below.

SUBMITTAL FORM

(page 3 of 3)

Service References

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

Firm Name: _____

Street: _____

City, State, Zip Code: _____

Contact Person: _____ Telephone Number: _____

Length of Service: (dates) _____

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

Transit Operations Services

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

Maintenance Services

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

Service Features

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

Average number of miles operated per weekday: _____

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

Average number of vehicles operated per weekday: _____

Types of vehicles operated: _____

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

Description of Organization

Please describe Respondent's Organization.

Maintenance Program

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

Driver Standards

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

Facilities

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

Service Description

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

Implementation and Management Plan

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

Safety Policy and Emergency Procedures

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

Statement of Insurability

COST SUMMARY – Page 1 of 2

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

ASSUMPTIONS (See Project Description, page 4 and 5)

Revenue Hours of Service:	30,000	Passenger Trips:	40,000
Revenue Miles of Service:	400,000	Contracted Trips:	2,000
		Total Trips:	42,000

	2024	2025	2026	2027	2028
Labor:					
Management					
Dispatching					
Drivers					
Maintenance					
Miscellaneous					
Fringe Benefits					
Subtotal					
Materials and supplies:					
Fuels and Lubricants					
Tires and Tubes					
Vehicle Parts					
Office Supplies					
Miscellaneous - Define					
Subtotal					
Services:					
Professional					
Custodial					
Technical					
Miscellaneous - Define					
Subtotal					
Other:					
Insurance					
Rents and Leases					
Advertising					
Travel and Meetings					
Depreciation					
Utilities					
Taxes					
Other					
Fee (profit)					
Subtotal					
Total Cost					
Cost Per Revenue Hour					

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

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

Respondent: _____

Person Completing Proposal: _____

Title: _____

Signature: _____

Date: _____

PROPOSAL PAGE

TRANSPORTATION SERVICES

WARREN COUNTY, OHIO

I, or we, _____, having carefully examined the Request to Proposers, Specifications, and the Proposal and Cost Summary Forms, are completely familiar with all of the Definitions in said Specifications for Transit Services as adopted by the Warren County Board of Commissioners, Ohio, and also having reviewed the County and toured it to become completely familiar with all of the conditions affecting this Proposal, I, or we, hereby propose to furnish all materials, labor, equipment, and insurance necessary to provide a demand responsive transportation service within Warren County and transportation to selected Dayton, West Chester, and Middletown locations as set forth in said Instructions and Specifications. Said service will be performed beginning January 1, 2024, for the attached amounts to-wit: (Attach the cost summary sheet).

The undersigned, _____, agrees that the County reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposals received, and to accept that proposal which is in the best interest of the Warren County Board of Commissioners.

The undersigned also agrees that if this Proposal is accepted by the County, he/she will be prepared to start transit services within the County on January 1, 2024, and within _____ ten (10) days after said acceptance and Notice of Award complete the execution of the Contract with the County. The undersigned will submit the required \$1,000,000.00 Public Liability and Property Damage Insurance certificate, with limits outlined in the RFP. In addition to the above listed amounts the Service Provider shall provide proof of an Umbrella policy covering the General Liability and Auto Liability on the Underlying Coverage with a limit of \$9,000,000.00, resulting in a total of \$10M limit.

**TRANSIT PROPOSAL FORM
PAGE 2**

TOTAL PROPOSAL \$ _____

TOTAL PROPOSAL IN WORDS _____

TERMS

DATE: _____

SIGNED: _____

NAME: _____

TITLE: _____

COMPANY:

ADDRESS:

PHONE:

FAX:

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

STATEMENT OF PROPOSER
Concerning Personal Property Taxes
(No Delinquency)

STATE OF OHIO)
) SS.
COUNTY OF WARREN)

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

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

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

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

Further Affiant sayeth naught.

(Signature of person making statement)

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

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

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

Notary Public
My Commission Expires

STATEMENT OF PROPOSER

**Concerning Personal Property Taxes
(Delinquency)**

STATE OF OHIO)

) SS.

COUNTY OF WARREN)

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

of _____,
(Name of Proposer or Company)

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

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

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

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

Further Affiant sayeth naught.

(Signature of person making statement)

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

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

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

Notary Public
My Commission Expires

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____, holding the title and position of _____ at the firm _____, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

AFFIANT

Subscribed and sworn to before me this _____ day of _____
20 _____

(Notary Public),

_____ County.

My commission expires _____ 20 _____

FTA MASTER AGREEMENT

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

[FTA Master Agreement \(version 30, November 2, 2022\) | FTA \(dot.gov\)](#)

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

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

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

Proposer _____

Signed _____

Date _____

EXHIBIT 1

Vehicle Roster

Bus #	Year	Make	Model	Model Info
307	2011	FRD	E350	STARTRANS E350
308	2011	FRD	E350	STARTRANS E350
309	2011	FRD	E350	STARTRANS E350
310	2011	FRD	E350	STARTRANS E350
312	2014	FRD	E3FY	CHAMPIONE350
313	2015	FRD	E3FY	CHAMPIONE350
314	2015	FRD	E3FY	CHAMPIONE350
315	2015	FRD	E3FY	CHAMPIONE350
316	2018	FRD	ELDORADO	AEROTECH
317	2018	FRD	ELDORADO	AEROTECH
318	2018	FRD	ELDORADO	AEROTECH
319	2020	FRD	E350	AEROTECH
320	2020	FRD	E350	AEROTECH
321	2020	FRD	E350	AEROTECH
322	2021	FRD	E350	AEROTECH
323	2021	FRD	E351	AEROTECH
324	2021	FRD	E351	AEROTECH
325	2021	FRD	E352	AEROTECH
326	2021	FRD	E353	AEROTECH

EXHIBIT 2

Equipment Inventory List

Each transit vehicle is installed with:

Product Name	Manufacturer
XTL1500 radios	MOTOROLA

WARREN COUNTY TRANSIT SERVICE

SYSTEM RIDE GUIDE

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



To schedule a ride, call:
1-888-297-0990
Or **IDD** Relay Service
1-800-750-0750

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

Operated by:
Universal Transportation Systems

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

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

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

How: All trips should be scheduled in advance with at least 72 business hours notice by calling WCTS at:

1-888-297-0990
or **IDD** Relay 1-800-750-0750.

All trip requests will be served based on availability.

Where: WCTS provides transportation within Warren County, plus several locations in Middletown, West Chester, and Miamisburg.

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

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

Stops outside Warren County

- West Chester Hospital, 7700 University Drive (off Cox Road)
- Christ Hospital Medical Center in Liberty Township (off Cox Road)
- Austin Landing, Miamisburg, Ohio
- Middletown Shopping Center*
- Cincinnati Eye Institute Middletown, 5850 Innovation Dr. (off Grand Rd)*

*Other locations may be accessed by changing buses at the these locations to the Middletown Transit Service.

WCTS FARE STRUCTURE

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

Elderly or Disabled (E/D) and Children age 12 and under: \$1.50, one-way, within Warren County

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

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

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

Personal Care Attendant (PCA)

Necessary PCAs for passengers may ride without paying a fare. When scheduling a ride, please notify the dispatcher if a PCA will be accompanying you.

How to Pay for Fare: Payment for trip is collected by the driver. **Exact Fare is Required.** Drivers do not carry or make change. Tickets may also be purchased in advance at the Administration Office or online at: www.co.warren.oh.us/Transit

WCCTS POLICIES

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

No Show: Any occurrence where the person does not show up for a scheduled ride or declines to take the trip when the driver arrives. A rider with **One "No Show"** must pay \$5.00 (cash only) at the time of the next scheduled trip.

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

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

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

No open food or drink while riding the bus.

All wheelchairs and scooters must be in working order and secured with four point securements.

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

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

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

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

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

Consequences of Hazardous or Abusive Conduct

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

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

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

Civil Rights Complaints

Any complaints regarding Civil Rights may be directed to:

Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor-TCR
1200 New Jersey Ave., SE
Washington, DC 20590

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

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

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

For language interpretation, call Language Line at 1-888-808-9008 Pin: 49589120



EXHIBIT 4

WCTS Goals, Objectives & Performance Measures

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

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

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

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

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

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

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

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

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

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

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

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

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

Objective A: Provide connection to Dayton transit system.

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

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

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

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

EXHIBIT 5

MINIMUM SERVICE PROVIDER STAFFING REQUIREMENTS

The Service Provider will furnish the following personnel:

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

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

Drivers - The Service Provider will be required to furnish a sufficient number of qualified drivers to operate the vehicles and to provide the services. Drivers must wear uniform shirts that identify them as transit drivers. All drivers will be neatly and cleanly dressed, and will maintain a courteous and cooperative attitude when in contact with the public. All drivers must be at least 21 years old and properly licensed in the State of Ohio to provide public transportation services. In addition, drivers who will be operating vehicles seating more than sixteen (16) passengers (including the driver) or weighing more than 26,001 pounds must possess a valid Commercial Driver's License (CDL) and meet all CDL requirements. A written record from the Ohio Bureau of Motor Vehicles (BMV) or approved equivalent must be submitted for each driver. Drivers who do not meet the following minimum criteria may not participate in the Project:

- No more than one (1) moving violation per year for the past five (5) years, with the maximum of six (6) points on his/her BMV report.
- Driving Records of all drivers will be checked annually for compliance with these standards.
- If the driver's license has been suspended, he/she must have two (2) full subsequent years with no moving violations, and
- Drivers must successfully pass a drug and alcohol test.
- A criminal records background check through the Bureau of Criminal Identification and Investigation must be conducted for all applicants. Under no conditions will a driver convicted of a felony or theft, domestic violence, assault, drug/alcohol, or sex related offense be allowed to participate in the Project
- Before hiring an applicant for employment, Service Provider must obtain a valid copy of a signed statement from a licensed physician acting within the scope of the physician's practice declaring

that the applicant does not have a medical condition or physical condition, including vision impairment that cannot be corrected, that could interfere with safe driving, passenger assistance, and emergency treatment activity or could jeopardize the health and welfare of a client or the general public.)

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

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

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

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

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

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

- One hour of Drug & Alcohol training.

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

Drivers will be required to maintain vehicle logs for each day of service. Logs will include scheduled and actual pick up times, beginning and ending mileage, driver hours, no shows, and other pertinent information.

EXHIBIT 6

SAMPLE CONTRACT

**CONTRACT
FOR
TRANSPORTATION SERVICES**

This contract executed this _____day of ____ 2023 by and between the Warren County Board of Commissioners (hereinafter referred to as the County) and _____ (hereinafter referred to as the Service Provider).

WITNESSETH:

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

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

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

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

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

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

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

SECTION 4. PROJECT DURATION. The Service Provider shall commence and carry on the Project beginning January 1, 2024 and ending December 31, 2024, with renewal options for four (4) additional one year periods, upon mutual agreement of Service Provider and County, as authorized by ODOT and FTA and in accordance with the standards and guidelines established by the County. Hourly rates for the 4th and 5th years of the contract will be indexed to the annual "All Items" Consumer Price Index (CPI) for "Cincinnati-Hamilton, OH-KY-IN" as calculated by the Bureau of Labor Statistics" for the previous calendar year. **Under no circumstances shall the hourly rate increase for any single year exceed three (3) percent over the previous year's hourly rate.**

SECTION 5. LEVEL OF FUNDING. The Service Provider shall provide services under this contract for costs, in accordance with the Services Provider's budget, incorporated herewith by reference, in an amount not to exceed \$980,000 for gross operations, administrative costs and reasonable profit to the Service Provider as set forth in the cost summary. This project is funded with federal, state and local funds. The not to exceed amount may be exceeded with prior written approval of County. Service Provider shall not be required to provide service if no funding is available.

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

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

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

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

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

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

DISPUTED INVOICES. In the event County disputes any portion of Service Provider's invoice, County

shall notify Service Provider in writing within fourteen (14) days of receipt of Service Provider's invoice. County shall pay the undisputed portion of the invoice within thirty (30) days of receipt of Service Provider's invoice.

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

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

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

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

All cost charged to the Project, including any approved services contributed by the Service Provider, or others, shall be supported by properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges in accordance with the rules and regulations of the County, ODOT and FTA.

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

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

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

SECTION 11. AUDIT AND INSPECTION. The Service Provider shall permit the County, ODOT, and FTA or their agents to inspect all vehicles, facilities and equipment purchased by the County, including those obtained through the Project, all transportation services rendered by the Service Provider by the use of such vehicles, facilities and equipment, and all relevant Project data and records. The Service Provider shall also permit the County, ODOT, and FTA or their agents to audit the books, records, and accounts of the Service Provider pertaining to the Project. An annual audit shall be conducted.

The Service Provider agrees the County shall be permitted to inspect all work, materials, payrolls and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project. The Service Provider further agrees to allow the County to participate in the management of the Project, including but not limited to the hiring and appointment of Project personnel. Notwithstanding the participation of the County, the Service Provider shall make the ultimate determination in all management decisions, including the hiring and appointment of Project personnel.

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

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

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

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

SECTION 13. REQUIRED INSURANCE COVERAGE.

Service Provider shall support the defense and indemnification provisions outlined in Section 14 of this Agreement by obtaining and maintaining insurance as follows:

The Service Provider shall maintain comprehensive & collision physical damage and auto liability insurance on all vehicles. Comprehensive & Collision physical damage insurance shall be maintained upon project equipment in an amount no less than the actual cash value or cost of repair, whichever is less. Auto Liability and General Liability insurance shall protect the U.S. Department of Transportation, the Ohio Department of Transportation, and Warren County from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the project equipment by the Service Provider or anyone directly or indirectly associated with the Service Provider.

The amount of the liability guaranteed by said policy shall be not less than \$1,000,000.00 for damages for any one incident and not less than \$2,000,000.00 in the aggregate.

Said policy shall name the Warren County Board of Commissioners as an “additional insured”.

A certificate evidencing such coverage shall be supplied to the Board of Commissioners prior to the effective date of the contract. Any deductible on such policies will be paid by the Service Provider. Deductibles and self-insured 52 retainers, if any, will be identified in writing by the Service Provider. Warren County will be named as additional insured on all liability policies.

All accidents and incidents must be reported to the Grants Coordinator immediately but no later than the next business day.

In addition to the above listed amounts the Service Provider shall provide proof of an Umbrella policy covering the General Liability and Auto Liability on the Underlying Coverage with a limit of \$9,000,000.00, resulting in a total of \$10M limit.

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

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

The Service Provider further agrees to investigate, handle, respond to, and defend any and all such claims and to absorb all associated costs, even if such claims are groundless, false or fraudulent.

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

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

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

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

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

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

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

SECTION 22. PERSONNEL. The Service Provider and its employees, agents, representatives and all others working in concert with the Service Provider shall not be considered to be employees of Warren County. Rather, Service Provider and the County shall be considered independent contractors. Nothing in this Agreement shall be construed to create an agency relationship, an employer-employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or methods by which the Service Provider, its employees, agents, or subcontractors perform hereunder, or Service Provider to exercise control or discretion over the manner or methods by which the County and its employees, agents, or subcontractors perform hereunder, other than as provided in this Agreement.

The Service Provider shall be solely responsible for the provision of staffing and the satisfactory work performance of its employees. The Service Provider shall, at a minimum, provide the staffing and standards of performance as described in the "Minimum Service Provider Staffing Requirements," attached hereto as Exhibit A to this Agreement, or any reasonable performance standard established by Warren County, and will be solely responsible for payment of all employees' and/or subcontractor's wages and benefits. Any reasonable performance standard other than what is described in the RFP shall be provided in writing to the Provider at least thirty (30) days prior to the implementation of that performance standard. The Service Provider will comply with the requirements of employee liability, workers' compensation, unemployment insurance, Immigration Status, and social security. The Service Provider will notify the Warren County Office of Grants Administration within twenty-four hours of the removal or reassignment of the Project Director or Operations Manager.

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

Labor Provisions

- (1) **Overtime Requirements:** No Service Provider shall require or permit any laborer or mechanic to work in excess of eight hours in any calendar day or in excess of forty hours in any work

week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his or her rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work weeks.

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

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

training including apprenticeship.

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

SECTION 25. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. The Provider must comply with the Americans with Disabilities Act. The Service Provider agrees that as a condition to this Contract that no otherwise qualified disabled person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program or activity that receives or benefits from Federal financial assistance administered by the County through funding by ODOT and FTA.

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

SECTION 26. MINORITY AND DISADVANTAGED BUSINESS ENTERPRISES:

(1) Policy. It is the policy of US DOT that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract.

(2) DBE Obligation. The County and its Service Providers agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard the County and Service Providers shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

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

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

SECTION 28. DRUG-FREE WORKPLACE ACT. The Service Provider will be required to implement a drug and alcohol testing program for all safety-sensitive personnel, per 49 CFR Part 655 and Part 40, by January 1, 2002. The Service Provider will also be required to comply with the Drug-Free Workplace Act of 1988 as amended.

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

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

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

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

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

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

SECTION 32. DISPUTE. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the County and the Service Provider shall be referred to the Director of ODOT whose decision shall be final, unless the County or Service Provider thereafter seeks resolution in a Court of Law.

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

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

SECTION 34. FLEET FUEL PROVISIONS

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

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

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

SECTION 35. FEDERAL REQUIREMENTS

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

SECTION 36. FORCE MAJEURE

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

Shannon Jones, President

Tom Grossmann

David Young

ATTEST:

SERVICE PROVIDER NAME

Approved as to form:

Kathryn Horvath
Assistant County Prosecutor

(APPENDIX A TO TITLE VI ASSURANCE)

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

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

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

Exhibit 7 Scoring Criteria

Category	Possible Points
Ability to operate system	30
Experience	20
Cost	20
Ability to manage Finances	10
DBE	10
Maintenance of fleet and garage	10
Safety	10
Staff	10
Customer Service	10
Technology	5
Total	135

VI. FEDERAL CLAUSES

Federal Clauses

(RTAP, June 2023)

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

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

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 - (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
 - (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,
- Shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
 - (f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
 - (g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
 - (h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CHARTER SERVICE

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

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

CIVIL RIGHTS LAWS AND REGULATIONS

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

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

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

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

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

Civil Rights and Equal Opportunity

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

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

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by

any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S.

EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

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

5.Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 74017671q) and the

Federal Water Pollution Control Act as amended (33 U.S.C. § 12511387).

Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

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

Federal Water Pollution Control Act

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

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

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the nonFederal entity in excess of \$100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

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

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

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

Compliance with the Contract Work Hours and Safety Standards Act.

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

rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the

clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

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

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out

these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as nonresponsive.

49 C.F.R. § 26.13(b).

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

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

ENERGY CONSERVATION

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

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance

with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

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

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

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S. flag air

carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly

America Act) requires contractors, Agencies, and others use U.S. flag

air carriers for U.S. Government-financed

international air transportation of personnel

(and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the

absence of satisfactory proof of the necessity for foreign-flag

air transportation, to disallow expenditures from funds, appropriated or otherwise established

for the account of the United States, for international air transportation secured aboard a foreign-flag

air carrier if a U.S. flag

air carrier is available to provide

such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S. flag

carriers for international air transportation of personnel (and their

personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S. flag

air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.Flag

Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.flag air carrier was not available or it was necessary to use foreignflag

air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

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

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

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

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

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

(2) FlowDown.

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

NOTIFICATION TO FTA

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

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

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

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

SOLID WASTES

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

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

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115232,

section 889, covered telecommunications equipment is telecommunications equipment

produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

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

b. In implementing the prohibition under Public Law 115232,

section 889, subsection (f), paragraph (1), heads of executive agencies administering loan,

grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115232, section 889 for additional information.

d. See also § 200.471.

PROMPT PAYMENT

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

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

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

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

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

3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case by case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on the job seat belt use policies and programs for its employees and other personnel that operate company owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company owned" and "company leased"

refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

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

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

If Contractor violates this School Bus Agreement, FTA may:

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

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

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

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

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

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

b. Documents The

State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance,

(3) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

(4)

SUBSTANCE ABUSE REQUIREMENTS

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

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SEVERABILITY

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

TERMINATION

Termination for Convenience (General Provision)

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

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance

schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

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

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

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

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount will be resolved under the Dispute clause.

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

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default.

In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

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

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royaltyfree, nonexclusive, and irrevocable license to reproduce,

publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (CostType Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds

received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of Agency, the Contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

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

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

VIOLATION AND BREACH OF CONTRACT

Disputes:

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

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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

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

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1. Debarred,
 - 2. Suspended,
 - 3. Proposed for debarment,
 - 4. Declared ineligible,
 - 5. Voluntarily excluded, or
 - 6. Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - 2. Violation of any Federal or State antitrust statute, or,
 - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

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

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

Certification

Contractor:

Signature of Authorized Official:

_____ Date _____ / _____ / _____

Name and Title of Contractor's Authorized Official:

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

The Warren County Board of Commissioners is seeking proposals for the continued operation and management of its transit program. The system will operate within Warren County and provide transportation within the County and to selected locations in Butler and Montgomery County using 19-22 County-owned vehicles. It will be a one year contract with a startup date of January 1, 2024 and renewal options for four (4) additional years.

The deadline for receipt of proposals is 12:00 PM on September 1, 2023. Proposals should be emailed to wctransit@co.warren.oh.us . If emailing is not available, please call 513-695-1210 to make arrangements. If you do not receive a confirmation of receipt within one business day, please call. Content of proposals will not be viewed until September 1, 2023.

Submittals should include a contact name, address, phone number, and email. All Respondents are notified that disadvantaged business enterprises (DBEs) are encouraged to submit responses to this request. The Warren County Board of Commissioners will ensure that respondents to this request will not be discriminated against based on sex, race, color, creed or national origin in consideration of an award. Request for Proposal packages are available by contacting the Warren County Office of Grants Administration, 513-695-1210 or via email at wctransit@co.warren.oh.us and will be posted on the Warren County website at: <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>

This project is funded in part by Federal funds through the Federal Transit Administration (FTA) through an operating grant under Section 5307, the Ohio Public Transportation Grant Program, and the Ohio Elderly and Disabled Transit Fare Assistance Program along with County local funds. The Warren County Board of Commissioners retains the right to reject any or all proposals, and to withdraw this solicitation at any time. The Warren County Board of Commissioners is an equal opportunity employer.

By order of the Warren County Board of Commissioners.

Tina Osborne, Clerk

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