



REQUEST FOR PROPOSALS

for

PUBLIC TRANSIT PROVIDER

Bid Opening

Thursday, August 31, 2023 @ 4:00 pm
City of Grand Island, City Hall
100 East 1st Street
Grand Island, NE 68801

**TRANSIT DIVISION
DEPARTMENT OF PUBLIC WORKS
GRAND ISLAND, NEBRASKA**

JULY 2023



ADVERTISEMENT

REQUEST FOR PROPOSALS FOR PUBLIC TRANSIT PROVIDER

CITY OF GRAND ISLAND, NEBRASKA

Sealed proposals will be received by the **City Clerk's Office**, 100 E. First Street, Grand Island, Nebraska 68801 until **4:00 P.M. (local time) on Thursday, August 31, 2023** for **Public Transit Provider for the City of Grand Island, Nebraska**. Proposals received after the specified time will be retained unopened until after award and then returned to sender. Proposals must be based on the City's Request for Proposals and will be publicly opened at the designated time in Conference Room #1 located on the 1st floor of City Hall.

Documents for use in preparing submittals, as well as any addenda, may be downloaded from the QuestCDN website, www.QuestCDN.com (www.grand-island.com under Business- Bid Calendar) for a forty-two dollar (\$42) fee. Submittals must be either uploaded to the QuestCDN website or received in hard copy before the specified time to be considered.

Contact Charley Falmlen, Transit Program Manager, via email at charleyf@grand-island.com for further information.

Proposals shall include, but are not limited to:

- **Proposal Form**
- **Qualification Package**
- **Additional Required Attachments**

The award winning proposal will be required to comply with the City's insurance requirements.

Proposals will be evaluated based upon potential compatibility with requirements as specified in the Request for Proposals, proposer's past experience in providing specified public transit services (preferably to small community transit programs), total purchase of services agreement price, and quality and completeness of the proposer's response to the Request for Proposals. Proposals shall remain firm for a period of ninety (90) days after the submittal due date. The City of Grand Island reserves the right to refuse any or all proposal(s), to waive technicalities, and to accept whichever proposal(s) that may be in the best interest of the City, at its sole discretion.

TITLE VI

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

City Administrator
308-389-0140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

RaNae Edwards, City Clerk



REQUEST FOR PROPOSALS

Public Transit Provider For the City of Grand Island

A. BACKGROUND

The City of Grand Island, Nebraska is soliciting proposals from qualified agencies to provide operations and service management for demand-response public transit service in the urbanized area of Grand Island, Nebraska. The contractor selected as a result of this proposal will operate urban transit services, and enter a contract with the City of Grand Island.

It is the City of Grand Island's intent to retain a contractor to operate and administer a demand-response transit service such that nothing remains to be purchased, provided, or supplied by the City of Grand Island, other than what is noted in this proposal. It is the City of Grand Island's intent to enter into a three (3) year agreement with the selected contractor. The agreement resulting from this proposal may be renewed for two (2) additional years in one (1) year increments, culminating in the possibility of five (5) total years in operation. Adjustments in the reimbursement rate to the Contractor may be negotiated in the event that there is a change to the service being provided. The services provided with this proposal will be according to the following schedule:

Start-Up – January 2, 2024 – March 30, 2024

Partial Year Operations: April 1, 2024 - September 30, 2024

Year 1: October 1, 2024 – September 30, 2025

Year 2: October 1, 2025 – September 30, 2026

Year 3: October 1, 2026 – September 30, 2027

“Start-Up” is the time period allotted for the transit provider to hire staff, and acquire necessary equipment for operations, without actually operating the service. For a full list of all equipment provided see Section B4.

“Partial Year Operations” is a six (6) month operation period which will allow the contract schedule to fall in line with the City of Grand Island fiscal year.

The demand-response transit service is currently identified by the name “CRANE Public Transit.” The selected contractor will be required to use the demand-response transit service logo and name in all operations related to this agreement.

The City will award an agreement to the most responsible and responsive proposer, based upon the evaluation of the City, and approval by City Council.

Award of an agreement does not guarantee any number of rides for the duration of said agreement.

This Request for Proposal (RFP) does not commit the City to awarding a Transit Provider Agreement. Proposers shall bear all costs incurred in the preparation of the proposal and participating in the proposal process. The City reserves the right to withdraw the RFP at any time, reject any and all proposals, to waive technicalities, in its sole discretion to accept a proposal or proposals, and waive minor irregularities or negotiate changes to the proposals whenever such is determined to be in the best interest of the City. The City further reserves the right to seek new proposals when reasonable and in the best interest of the City.

A1. Statement of Financial Assistance: Funding for the City of Grand Island’s public transit service may include Federal Transit Administration 5307 funds, State of Nebraska Public Transportation Assistance Program funding, City funding, and service fares. There are various clauses and requirements, as part of these funding programs.

B. SCOPE OF PROJECT

B1. Hours of Operation: The City of Grand Island provides a demand response public transit service under the following parameters:

- Office Days and Hours:

Monday through Friday, 7:00 am – 5:30 pm
Saturday, 8:00 am – 3:00 pm

- Bus Operating Days and Hours:

Monday through Friday, First Pick-up - 6:00 am/Last Pick-up - 5:30 pm
Saturday, First Pick-up – 9:00 am/Last Pick-up – 3:00 pm

Seven holidays are observed when service is not available. If one of the listed holidays falls on a day Saturday, it is observed on the preceding Friday. A partial day of service does not count as a fully observed holiday.

New Year’s Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

In the event of a snow or weather emergency, transit service will not be available if Grand Island Public Schools are closed due to weather conditions. This does not include if the public schools close for temperature, only inclement weather which makes transportation dangerous. The transit provider must develop an approval process for cancelation, to be approved by the City of Grand Island for the days which inclement weather occurs on a day which public schools are not in session. In the event of multi-day snow or ice issues, the contractor shall work with the City to identify if service needs to be limited to snow emergency routes until safer travel is deemed possible.

The City of Grand Island strives to improve the quality of life for residents, particularly those unable to drive or without access to transportation, by providing a reliable demand-response service to help meet their needs. For this reason the City of Grand Island will provide the service in an efficient and cost effective manner, while serving as many residents as possible. Fares are currently \$2.00 for a one-way trip. The City of Grand Island reserves the option

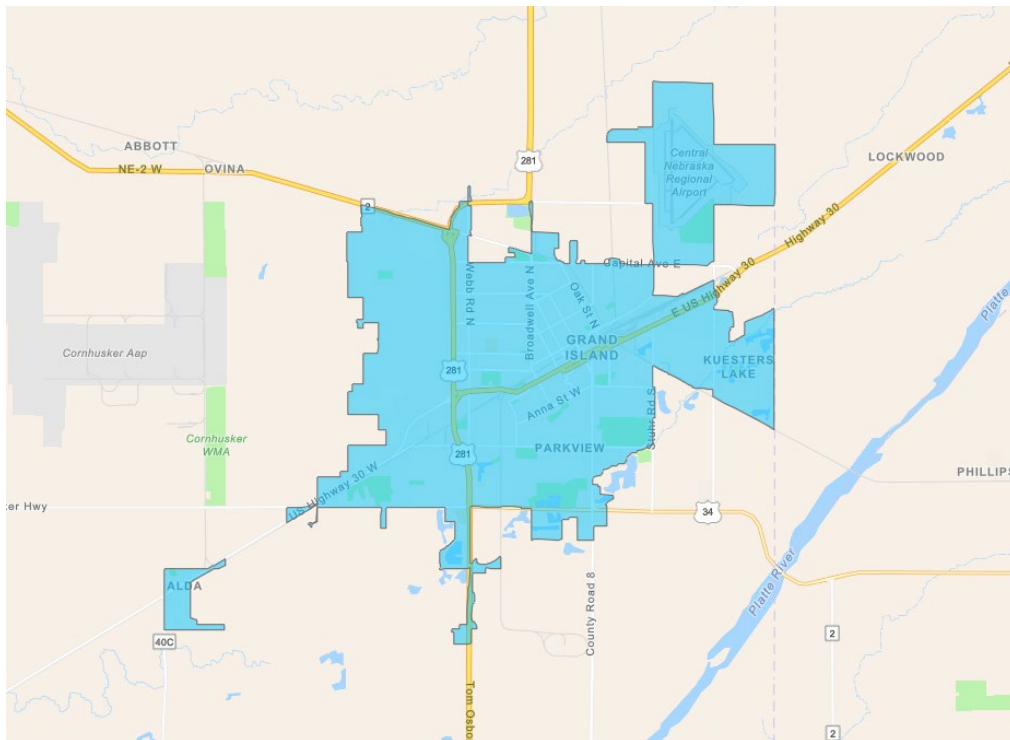
to reevaluate the fare level. All fares are collected by the transit provider are considered income and therefore deducted from the operating expenses before an invoice is submitted.

The transit provider is responsible for creating and implementing a Transit Employee Manual, Financial Policies and Procedures, and a Passenger Handbook. The current Passenger Handbook is available for viewing at www.cranetransit.com/documents. The City of Grand Island provides templates for the transit provider to use, if it so wishes and templates are available for review upon request. If the City of Grand Island's template is not used, the City must review and issue written approval of the transit provider's documents prior to service commencing. The Passenger Handbook must outline policies for enacting minimum age for ridership without an accompanied adult; which is *twelve (12) years of age*. The transit provider may enact a child ridership policy for younger riders if the transit provider has the capacity to do so.

B2. Service Area Description: The City of Grand Island is located in the south-central area of Nebraska along the I-80 corridor. Grand Island is a growing community of approximately 53,000 residents and its rate of population growth exceeds statewide trends. Population forecasts indicate that a healthy pace of continued growth is expected. Geographically, the City encompasses approximately thirty (30) square miles, and is the largest city in Hall County, Nebraska.

Note the service area covered in this RFP is the Grand Island Urbanized Area as established by the 2020 Census (Urban Zone.) A more detailed version of the map below is available at <https://www.transit.dot.gov/ntd/fta-census-map>. The service area is subject to change slightly as Adjusted Urbanized Area maps are released. The software provided by the City of Grand Island for the transit provider has the Urbanized Area map built in for trip purposes.

Figure B1 – Non-Adjusted Urbanized Area Map



Map Source: United States Department of Transportation

B3. Levels of Service: The City of Grand Island is interested in continuing to provide a stable and reliable demand response public transit service consistent with available funding. Based on the latest operating information, the City of Grand Island would like to maintain a similar level of service growth. Below are the City’s estimates for ridership and revenue miles for the contract time period:

Term	Time Period	Ridership	Revenue Miles
Start - Up	January 2, 2024 - March 30, 2024	0	0
Partial-Year Operations	April 1, 2024 – September 30, 2024	31,000 – 36,000	127,500
Year 1	October 1, 2024 – September 30, 2025	62,000 – 72,000	255,000
Year 2	October 1, 2025 – September 30, 2026	63,000 – 73,000	260,000
Year 3	October 1, 2026 – September 30, 2027	64,000 – 75,000	265,000

B4. Service Provision Responsibilities: Successful proposer(s) will be responsible for providing all necessary management, drivers, maintenance, office equipment, supplies and services required in the operation of transportation services identified in this RFP unless specifically indicated as to be furnished by the City. The fleet of buses currently being used to provide public transit services will be available for use by the contracted transit provider to provide service within the Grand Island Urbanized Area. The City of Grand Island’s Fleet Services provides all maintenance to the fleet, which it then bills to the transit provider. Alternative maintenance models are considerable, including but not limited to the transit provider providing all maintenance to the fleet. Such services should be explained by the submitter in the proposal.

A fleet of 10 vehicles will be maintained, with older vehicles being disposed of by the City of Grand Island once new vehicles are delivered. Additional vehicles will be added to the fleet (fleet expansion), as needed. Table B4 - Vehicle Inventory shows a description of the vehicles provided for public transportation.

Table B4 – Vehicle Inventory

Description	Year	Vehicle Number	Seating Capacity	Lift or Ramp	Notes
Dodge Grand Caravan	2014	1	14	Ramp	
Dodge Grand Caravan	2014	2	14	Ramp	
Senator II Small Bus	2014	3	14	Lift	
Goshen Pacer	2006	5	14	Lift	
Senator II Small Bus	2010	9	14	Lift	
Senator II Small Bus	2010	10	14	Lift	
Senator II Small Bus	2010	11	14	Lift	
Senator II Small Bus	2019	13	14	Lift	
Senator II Small Bus	2019	14	14	Lift	
Ford Transit	2022	15	9	Lift	
Ford Transit (pending delivery)	2022	16	9	Lift	Replacing Vehicle 5
Dodge Grand Caravan (pending delivery)	2023	17	2	Ramp	Replacing Vehicle 1

Dodge Grand Caravan (pending delivery)	2023	18	2	Ramp	Replacing Vehicle 2
Ford Transit (pending delivery)	2023	18	9	Lift	Replacing Vehicle 9
Ford Transit (pending delivery)	2023	20	9	Lift	Replacing Vehicle 10
Ford Transit (pending delivery)	2023	20	9	Lift	Replacing Vehicle 11
Ford Transit (pending order in Fall 2023)	2024	20	9	Lift	Replacing Vehicle 3
Ford Transit (pending order in Fall 2023)	2024	20	9	Lift	Fleet Expansion

The City of Grand Island is responsible for the adoption of policies, ensuring the quality of service provided, establishment of fares and levels of service, agreements, and reporting in accordance with the Federal Transit Administration (FTA) and Nebraska Department of Transportation (NDOT) regulations. The contractor has primary responsibility for the service including but not limited to: data collection, National Transit Database (NTD) Reporting, safety oversight, maintenance, and operations.

It is strongly preferred that the City of Grand Island’s Transit Program Manager and the contracted transit provider office in the same site. If the transit contractor desires to use it, City of Grand Island will lease the transit provider an office space in the amount for the price of \$3,333.34 monthly. This a gross lease, which includes utilities and taxes. In the event of relocation, the City will not increase the lease amount charged to the transit provider. The transit provider shall be responsible for compliance with insurance requirements, as stated in the sub-lease agreement. The transit provider may also elect to not participate in the City-provided lease, by making their own preference for a property available. This should be outlined by the submitter in the proposal. If providing a property, the transit provider is responsible for all upkeep, the space must be compliant with Americans with Disabilities Act (ADA) requirements, City Code requirements, and the space must be accessible to the public for purchasing transit tickets and interacting with transit staff.

The City of Grand Island has the following office equipment available for use:

Location	Description	Number
Office	Desks	5
Office	Filing Cabinets	4
Office Wide	Guest Chairs	34
Entry	Copier	1
Meeting Room	Conference Tables	6
Meeting Room	Counter Height Storage Cabinet	1
Meeting Room	High Back Black Office Chairs	6
Break Room	Table	2
Break Room	Fridge	1
Break Room	Microwave	1
Break Room	Coffee Maker	1
Break Room	Counter Height Storage Cabinet	1
Clock-in Room	Black Storage Cabinet	1
Clock-in Room	Counter Height Storage Cabinet	2
Bathrooms	Storage Cabinet	2

If making use of the lease arrangement described above, the City of Grand Island provides all of the following amenities at no-cost to the transit provider:

Amenity	City Provides
Internet Service – with backup internet system	No license/user limits
Phone Service	Seven (7) phones. Three (3) lines.
Dispatching Software (TripMaster)	Eight (8) User licenses. Annual license fees.
Bus Tablets	One (1) tablet provided per bus for Dispatching Software.
Bus Tablet Internet	One (1) Internet line per tablet.
Bus Camera System & Software	Interior and exterior camera system for each bus with desktop software including recorded footage and live view.
Office Camera System	Interior and exterior camera system for office space.

If the transit provider would like additional licenses, they can be purchased at the transit provider’s expense. Transit provider is responsible for amenities associated with use of City-owned amenities (copy paper, ink/toner, paper towels, etc.) Transit provider is responsible for troubleshooting, maintenance and upkeep of all amenities during contract period.

The transit provider will be responsible for delivery of assigned service (trips). Provider may not refuse to perform any service (trips) designed to be delivered through this agreement or refuse to provide the service (or any portion thereof) without authorization by the City’s Transit Program Manager.

The transit provider will enter specified contracts, as outlined by the State of Nebraska, with Non-Emergency Medical Providers (NEMT.) The transit provider may select these NEMT providers.

B5. Personnel: The successful transit provider will provide qualified and trained part-time and full-time personnel necessary to perform transportation services during the hours indicated in B1. All personnel costs are the responsibility of the transit provider and must be included in the proposal cost (see Appendix I). The transit provider is responsible for all computer and IT needs of the personnel and transit operations.

A Commercial Drivers License (CDL) is not required to operate the vehicles used in provision of this transit service.

B6. Other Costs: The successful transit provider will be responsible for the following costs associated with the operation of the transit program:

- Supervision and management of drivers and other personnel; and
- Vehicle fuel, maintenance and repairs, cleaning and other related costs; and
- Office supplies and other consumable materials; and
- Insurance requirements as outlined in B9; and
- Miscellaneous costs, such as travel and training; and
- Financial management of purchase of services agreement; and
- The cost of any license or permit that may be required; and

- Monthly radio user/subscriber fees or any lease agreements the transit provider may require; and
- The cost of drug and alcohol testing as per FTA and NDOT requirements; and
- All other overhead costs; and
- All preventative and repair maintenance costs, if outlined in the submitter's proposal; and
- All office space costs/amenities, if outlined in the submitter's proposal; and
- Any other costs necessary to successfully perform the required transportation functions.

All of the aforementioned costs are the sole responsibility of the successful transit provider and must be included in the proposal cost.

A historical summary of the costs associated with this transit service is available from the National Transit Database here: <https://www.transit.dot.gov/ntd/transit-agency-profiles/senior-citizen-industries-0>

Note that the data linked above is for public transit service including the Urbanized Area of Grand Island and the remainder of Hall County. This RFP is applicable to the Urbanized Area of Grand Island only.

B7. Performance Standards: The transit provider must thoroughly examine and will be held responsible for the reading of the entire Agreement (Attachment I), Transit Provider Manual (Attachment II), and Sublease (Attachment III.) A transit provider's failure to acquaint itself with said documents before submission of a proposal will not be a basis for disputing any action once under agreement with the City.

B8. Service Goals. To ensure the quality of transit service, the City has set specific baseline performance targets consistent with the level of expected provider performance. The targets represent the key values of public transit. The City has taken considerable care to be sure these goals are clearly defined, measurable, and obtainable. A City-maintained Public Transit Agency Safety Plan outlines the baseline performance targets placed on the transit provider. The Public Transit Agency Safety Plan is available for viewing here: <https://www.crane-transit.com/documents/-folder-721>

The following service areas will have targets attached the transit provider's performance:

- Fatalities; and
- Injuries (Major and Minor); and
- Safety Events (Major and Minor); and
- System Reliability (Major and Minor).

The transit provider will be responsible for supplying data related to the goals listed above at a quarterly Safety Committee Meeting, and at the time of annual monitoring.

B9. Insurance: The successful transit provider shall purchase and maintain continuously throughout the term of the Transit Provider Agreement insurance coverage meeting all of the following requirements:

Service Related:

1. Obtain and maintain for the applicable agreement term insurance on each vehicle against all risks of loss or damage in an amount not less than the replacement cost of the vehicles, without deductible and without co-insurance,
2. Obtain and maintain for the applicable agreement term, comprehensive liability insurance covering personal injury of at least \$1,000,000 per person and property damage of at least \$1,000,000 per

occurrence, and such insurance shall otherwise be in a form and with companies reasonably satisfactory to City. Provider shall designate City, as their interests may appear, as loss payee on property insurance, and shall designate City additional insureds on liability insurance. Provider shall pay all premiums for such insurance and cause delivery to City of certificates evidencing such insurance in effect through the agreement term identifying the vehicle identification number of each vehicle, as applicable, along with, if requested by City, evidence satisfactory to City, of the payment of the premiums for such insurance. All insurance shall provide for at least thirty (30) days advance written notice to City before any cancellation, expiration or material modification thereof. No act or default of Provider, its officers, agents and employees, will affect City's right to recover under such policy or policies in case of loss. Provider shall deliver prompt written notice to City of (1) loss, theft, or destruction of any vehicle, (2) any damage to any vehicle exceeding one thousand dollars (\$1,000), and (3) any claim arising out of the ownership, operation, maintenance, or use of any vehicle. In the event of damage to or loss or destruction of a vehicle (or any component thereof), Provider shall, at the option of City, (a) promptly place such vehicle in good repair, condition and working order, or (b) replace the vehicle with a vehicle in good repair, condition and working order, acceptable to City, and shall transfer clear title to such vehicle to the entity, City, holding title to the vehicle damaged, lost, or destroyed, whereupon such vehicle shall be subject to the applicable agreement term. Liability coverage shall include coverage for loading and unloading passengers.

Property Related:

1. Obtain insurance related to the provided office space as follows:

Transit Provider shall, keep in full force and effect a policy of public liability and property damage insurance with respect to the Demised Premises and the business operated by Lessee and any subtenants or assignees. The coverage limits of the policy shall not be less than \$1,000,000 combined single limit per occurrence. The policy shall name the CITY and the property owner as additional insureds. The policy shall provide that the insurer shall not cancel or change the insurance without giving the thirty (30) days prior written notice. A copy of the policy or a certificate of insurance shall be delivered to the City of Grand Island.

B10. Management: The successful transit provider shall provide qualified management to oversee the operation of transit services. The level of management shall be sufficient to ensure the successful operation of the transit program. Management shall immediately notify the Transit Program Manager of any problems that may prevent successful operation of the transit program.

B11. Internal and External Communications: While all personnel must be properly and adequately trained to deliver services required by this agreement, there is no substitute for clear and concise internal communication. This is particularly true between management, drivers and dispatchers. While good working knowledge of local geography is critical to all aspects of this service, the relaying of critical rider information between drivers and dispatchers/supervisors is vital to good service for transit riders. Direct two-way communication between vehicles and the dispatch office will be required at all times when vehicles are operating on behalf of the City under any agreement.

The transit provider shall defer to the City all public communications concerning transit services. This includes mass communications with riders and all media communications, including but not limited to any advertising, printed materials, press releases, rider notifications, rider communications, etc. Any media inquiries concerning transit provider's operations shall be immediately referred to the City's Transit Program Manager.

B12. Program Administration and Oversight: The City has overall responsibility for administration and oversight of the transit program. The City's Transit Program Manager will serve as the primary contact for transit provider compliance. No guarantees or minimums in trip volume will be made as part of any agreement. The City reserves the right at any time during the term of any agreement to reduce service.

B13. Special Surveys: Transit provider agrees to cooperate and participate as required by the City with any surveys the City may undertake with regard to services provided under this agreement. Such survey may include providing certain data in electronic or other format for purposes of conducting rider or driver surveys.

B14. Fair Employment Practices: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

B15. LB403: Every proposer and their subcontractors who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

B16. City Fiscal Year: The City of Grand Island operates on a fiscal year beginning October 1 and ending on the following September 30. It is understood and agreed that any portion of the agreement to be awarded, which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

B17. Title VI: The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

B18. Section 504/ADA Notice to the Public: The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 Compliance Coordinator.

City Administrator
308-385-5444, extension 140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

B19. Disadvantaged Business Enterprise The City of Grand Island will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any agreement covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

The City has an established Disadvantaged Business Enterprise (DBE) Plan. In administering this Plan, the City will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of this program with respect to individuals of a particular race, color, sex, or national origin.

A DBE goal has been set by the City of Grand Island. Transit providers are encouraged to submit qualifications for this Request for Proposals with DBE participation. DBE firms must be certified by NDOT in order to be counted as DBE participation. Additional information on the City's DBE Program and resources for becoming a DBE contractor are available here: <https://www.crane-transit.com/i-want-to/dbe>

B20. Gratuities and Kickbacks: City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a consultant under a contract to the prime consultant or higher tier consultant or any person associated therewith, as an inducement for the award of an agreement or order.

C. PROPOSAL EVALUATION PROCEDURE AND CRITERIA

C1. Acceptance of Proposals: The City of Grand Island reserves the right to accept or reject any or all proposals or to re-solicit proposals. The City of Grand Island reserves the right to reject an incomplete proposal or any proposal that contains irregularities of any kind. The City of Grand Island reserves the right to withdraw the Request for Proposals at any time for any reason. Receipt of a proposal from a firm, agency or individual by the City of Grand Island neither confers rights upon the proposer nor obligates the City of Grand Island in any manner.

C2. Qualification Package: The proposer must possess proven expertise and experience in the provision of transit services comparable to those outlined in this RFP. Such expertise may be proven by submitting the following, which shall not be longer than three (3) single sided type written pages in 12 point font.

C2.A Qualifications and Experience

1. Proposer Qualifications and Experience. Provide the following information:

- Number of years the proposer has operated transit services.
- Type(s) of transit service provided, levels of service to include annual number of miles and number of passengers served, description of service area with population figures, number, make and model type(s) of vehicles used to provide the service, and number of wheelchair accessible vehicles.
- List all experience in working with RouteMatch, TripMaster, or a similar central dispatching software.

- List all transit operation agreements the proposer currently has and has had in the past five (5) years, with both public and private transportation systems. Provide the following information for each agreement:
 - Name of organization
 - Description of specific services provided
 - Contact name, address and telephone number
 - Agreement price and origination date
 - Duration of agreement
 - Performing service as a prime or subcontractor
- Describe in detail any present or anticipated commitments and/or contractual obligations that may have an influence on the capabilities of the proposer to perform work called for in this proposal.
- List any transit related awards and recognition received in the past five (5) years.
- Describe any transit innovations, cost saving initiatives, etc. which have been implemented on projects.
- Examples of marketing strategies and outreach strategies undertaken in the past three (3) years.
- Description of approach to be used to determine passenger satisfaction.
- List and discuss any compliance issues in the past five (5) years that have caused the proposer to suspend service or have Local, State, or Federal funding revoked.
- Describe in detail any litigation the proposer is currently involved in which has or may have an impact on the proposer's ability to perform any work called for in this proposal.
- Statement whether or not proposer or its predecessors or its principals are or have been involved in bankruptcy and/or reorganization proceedings. If so, provide details.

C3. Additional Required Attachments

- Audited corporate financial statement for three (3) fiscal years most recently audited.
- Job descriptions for all positions to be funded by this proposal and the number of employees in each position.
- A one page chart (up to 8.5x11 in size) showing the organizational structure proposed with key staff identified.
- A resume for the individuals who spend at least 50% of their work time overseeing or directly managing transit operations. Resumes shall be no more than two (2) single side, 12-point font pages.
- A list of names, addresses and affiliation of all current Board of Directors, if applicable.
- A Drug-Free Workplace Policy.
- A copy of the proposer's most recent IRS 501(c) 3 letter, if applicable. If the firm is exempt as a local affiliate of a national organization, attach certification of membership.
- The firm's valid IRS Form 990.
- Certification Regarding Non-collusion (Appendix II.)
- Certification Regarding Lobbying (Appendix III.)
- Certification Regarding Debarment, Suspension and Other Responsibility Matters (Appendix IV.)
- Documentation of active System for Award Management (SAM.gov) registration.
- Written Acknowledgement of Published Addenda

C4. Evaluation of Proposals: Proposals will be evaluated by the City of Grand Island. The City of Grand Island will award the Transit Provider Agreement to the most responsible and responsive proposer whose proposal is determined to be in the best interest of the City, taking into consideration the following weighted evaluation factors:

- Potential compatibility with requirements as specified in this Request for Proposals (30 points);
- Proposer's past experience in providing specified public transit services (preferably to small community transit programs) (30 points);
- Total purchase of services agreement price (30 points); and
- Quality and completeness of the proposer's response to the Request for Proposals (10 points).

C5. Interviews: The City of Grand Island reserves the right to, but is not obligated to, request and require that some or all proposers participate in interviews at dates and times to be determined. No proposer will be allowed or entitled to be in attendance at the interview of any other proposer. The City of Grand Island reserves the right to limit interviews to the top two (2) or three (3) proposers. All proposers who are invited to participate in an interview will be asked a series of questions related to operation and administration of service. The questions will serve solely to clarify any questions RFP reviewers may have related to the interviewee's proposal. The interviews will serve to acquire additional information about the submitted proposal, and will not be a separate evaluation factor related to proposal selection.

D. PROPOSAL SUBMITTAL

Documents for use in preparing submittals may be downloaded from the Quest CDN website, www.QuestCDN.com for a twenty dollar (\$25) fee. Submittals must either be uploaded to the Quest CDN website or received in hard copy before the specified time to be considered.

Proposers must submit one signed original and seven (7) copies of their proposals by 4:00 pm CST on Thursday, August 31, 2023, in a sealed envelope, with the outside of the envelope clearly marked as follows "**Transit Provider Proposal**". The order of items in the proposals shall be:

1. Proposal Form (Appendix I)
2. Qualification Package (Refer to Section C2)
3. Additional Required Attachments (Refer to Section C3)

Proposals may be either, submitted on Quest CDN, hand delivered, or sent to the Grand Island City Clerk's Office through U.S. Mail or other available courier service. Faxed or e-mailed proposals will not be accepted. The Proposal Form must be used and all required additional information must be attached or included. Proposals may be submitted:

In person:

RaNae Edwards, City Clerk
City of Grand Island
100 East First Street
Grand Island, Nebraska 68801

Or by mail:

RaNae Edwards, City Clerk
City of Grand Island
PO Box 1968
Grand Island, Nebraska 68802

Online:

www.QuestCDN.com

Proposals received after the deadline designated in this Request for Proposals will not be considered and will be returned unopened to the proposer.

Proposals will be publicly opened and read at 4:00 pm CST on Thursday, August 31, 2023 in the City Clerk’s Office, Grand Island City Hall, 100 East First Street, Grand Island, Nebraska 68801 Proposals will be examined and evaluated by City of Grand Island staff based on the criteria listed in Section C4 of this Request for Proposals.

D1. Schedule: The following is the schedule for the solicitation, agreement award, and start-up. Schedule is subject to change by the City of Grand Island.

- Deadline for Submitting Written Questions: 5:00 pm CST, August 18, 2023
- Responses to Questions Answered by: August 24, 2023
- Proposal Due: 4:00 pm CST, August 31, 2023
- Review Proposals: September 4, 2023 – October 2, 2023
- Potential Interviews: October 9, 2023 – October 13, 2023
- Notification of Selection: October 20, 2023
- Contract Negotiation: October 12, 2023 – November 6, 2023
- Agreement Award to Appear Before City Council: December 5, 2023
- Issue Notice to Proceed (transit provider may incur expenses): December 6, 2023
- Start-up Phase: January 2, 2024 – March 30, 2024
- First day of Operations: April 1, 2024

Questions concerning the Request for Proposal process should be directed in writing to:

Charley Falmlen, Transit Program Manager
City of Grand Island
1016 Diers Avenue Suite 119
Grand Island, Nebraska 68803

Or by email:

charleyf@grand-island.com

D2. Addendum: If after issuance of this RFP, but before the time set for review of such, it becomes necessary to make changes in quantities, specifications, delivery schedules, opening dates, etc. or to correct or clarify a defective or ambiguous request, such changes shall be accomplished by issuance, in writing, of an addendum to this RFP. The addendum shall be sent to each potential offeror to whom the Request for Proposals has been furnished and upon request. Addendums will also be publicized on the City’s website, in the QuestCDN Software. Each potential offeror shall acknowledge receipt of any addenda in their submitted proposal.

Where one (1) week or less remains, potential offerors shall be notified vial email of an extension of time. Such notification should be confirmed in the addendum.

APPENDIX I

PROPOSAL FORM, PAGE 1

Company/Agency Name:

Street/Mailing Address:

City/State:

Contact Person:

Telephone Number:

Fax Number:

E-Mail Address:

Tax Payer Identification Number or Social Security Number:

Type of Organization (Please Check One)

Individual Sole Proprietorship Partnership

Corporation Government Entity Not-for-Profit Corporation

Tax Exempt Organization

PRICING PROPOSAL

Present a pricing proposal for review. Pricing proposal will cover start-up, partial-year operations and first three (3) years of service. If the City of Grand Island opts into fourth and fifth year of service, those prices will be negotiated at that time. See Section B3 of this document for service level assumptions. Price should include the following:

1. Personnel Cost – Gross pay, taxes, insurance, and benefits provided to employees directly involved in the implementation of transit service (drivers, dispatchers, managers with direct service responsibility etc.)
2. Fuel – Direct cost of fuel consumption. Assume \$3.50 per gallon.
3. Preventative Maintenance – Oil, parts, service for all vehicle preventative maintenance.
4. General Operating – Vehicle repairs, insurance, staff training, advertising, accounting services, printing/office supplies, bonds, office space, etc.
5. Equipment – Any equipment purchase, which has a use of longer than one (1) year. Radios, office equipment, seat replacements, restraints, operating software upgrades.
6. Fixed Fee- Audit (if combined), costs associated with shared management positions, all costs not tied directly to operations.

START-UP: JANUARY 2, 2024-MARCH 30, 2024

Line Item	Price
Personnel	
General Operating	
Equipment	
Fixed Fee	
Start-Up Total	

PARTIAL-YEAR OPERATIONS APRIL 1, 2024-SEPTEMBER 30, 2024

Line Item	Price
Personnel	
Fuel	
Preventative Maintenance	
General Operating	
Equipment	
Fixed Fee	
Partial Year Operations Total	

YEAR ONE (1): OCTOBER 1, 2024-SEPTEMBER 30, 2025

Line Item	Price
Personnel	
Fuel	
Preventative Maintenance	
General Operating	
Equipment	
Fixed Fee	
Year One (1) Total	

YEAR TWO (2): OCTOBER 1, 2025-SEPTEMBER 30, 2026

Line Item	Price
Personnel	
Fuel	
Preventative Maintenance	
General Operating	
Equipment	
Fixed Fee	
Year Two (2) Total	

YEAR THREE (3): OCTOBER 1, 2026-SEPTEMBER 30, 2027

Line Item	Price
Personnel	
Fuel	
Preventative Maintenance	
General Operating	
Equipment	
Fixed Fee	
Year Three (3) Total	

PROPOSAL FORM, PAGE 5

By signing this Proposal, the proposer signifies agreement with and acceptance of all the terms, conditions, requirements and specifications shown in the Request for Proposals and also signifies that prices for providing the requested services, and agrees to hold the prices firm for at least ninety (90) days as required in the Request for Proposals. The person signing below represents and warrants that he or she has authority to bind his or her company/agency.

Typed or Printed Name

Title

Signature

Date

APPENDIX II

NON-COLLUSION CERTIFICATION

TO: City of Grand Island, Grand Island, NE

I hereby certify that I am the person responsible within my firm for the final decision as to the price(s) and amount of this proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set forth below on their behalf and on behalf of my firm.

I further attest that:

1. The price(s) and total amount of this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other Transit Provider, proposer or potential proposer.
2. Neither the price(s) nor the total amount of this proposal has been disclosed to any other firm or person who is a proposer or potential proposer on this project, and will not be so disclosed prior to proposal opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from proposing on this project, or to submit a proposal higher than the proposal of this firm, or any intentionally high or non-competitive proposal or other form or complementary proposal.
4. This proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary proposal.
5. My firm has not offered or entered into a sub-purchase of services agreement or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary proposal on this project.
6. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's proposal on this project and have been advised by each of them that they have not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

Typed or Printed Name

Title

Signature

Date

APPENDIX III

ANTI-LOBBYING CERTIFICATION

The undersigned Transit Provider certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal purchase of services agreement, 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 purchase of services agreement, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal purchase of services agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-purchase of services agreements, sub-grants, and purchase of services agreements under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

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

Typed or Printed Name

Title

Signature

Date

APPENDIX IV

CERTIFICATION OF PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Transit Provider 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 Government-wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each agreement at any tier of \$25,000 or more, and to each agreement at any tier for a federally required audit (irrespective of the agreement amount), and to each agreement at any tier that must be approved by an FTA official irrespective of the agreement amount. As such, the Transit Provider shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded agreement 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 proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Grand Island. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Grand Island, the State of Nebraska or the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The 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 agreement that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Typed or Printed Name

Title

Signature

Date

TRANSIT PROVIDER AGREEMENT

AGREEMENT BETWEEN CITY OF GRAND ISLAND, NEBRASKA AND NAME FOR SERVICE

THIS AGREEMENT, entered this DAY day of MONTH YEAR, by and between City of Grand Island (herein called the "City") and NAME (herein called the "Transit Provider").

WHEREAS, the City is a direct recipient of 5307 Urbanized Area Formula Program Grant funding under 49 U.S.C. 5307 from the Federal Transit Administration (FTA); and

WHEREAS, the City wishes to engage the Transit Provider to assist in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

ARTICLE 1 - PROJECT

SECTION 1: SCOPE OF SERVICE

A. Activities

1. General Statement

The Transit Provider will be responsible for administering a Federal Transit Administration (FTA) program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds.

2. Program Administration

The Transit Provider agrees to administer the following:

- | | |
|-------------|--|
| Activity #1 | <i>Assure compliance with terms of this agreement.</i> |
| Activity #2 | <i>Assure compliance with parameters of Request for Proposals.</i> |
| Activity #3 | <i>Assure compliance with parameters of Transit Provider Manual.</i> |

B. Performance Monitoring

The City will monitor the performance of the Transit Provider in accordance with the activities listed in A.2 of this agreement. Substandard performance as determined by the City will constitute noncompliance with this agreement, and a time period will be designated for compliance. If action to correct such substandard performance is not taken by the Transit Provider within the established time period, suspension or termination procedures will be initiated.

C. Special Performance Conditions

1. The Transit Provider will abide by the Special Performance Conditions in the City Title VI Plan, City of Grand Island's Limited English Proficiency/Language Assistance Plan, Safety Plan, Maintenance Plan, and City of Grand Island's Disadvantaged Business Enterprise Plan
2. Transit Provider will abide by State of Nebraska's Transit Asset Management Plan.
3. Transit Provider will create its own Drug & Alcohol Program, Passenger Handbook, Maintenance Plan, and Passenger Handbook, all to be monitored by the City.

D. Capital Equipment

The Transit Provider agrees to keep all capital equipment associated with this agreement in good working order. Transit Provider shall pay insurance costs for City-owned capital equipment used in operations or administration, to be reimbursed per FTA Allowability of Costs.

SECTION 2: TERM OF AGREEMENT

The term of this agreement shall be from the date of the last party signing the agreement to September 30, 2026. The City will then have the option to renew the agreement on an annual basis for a two (2) year period, at which time proposals will be solicited. The term of this agreement may be extended should additional time for monitoring be required, in accordance with law; this agreement shall be deemed automatically extended until such time as said monitoring is complete. The provisions herein shall be extended to cover any additional time period during which the Transit Provider remains in control of FTA funds or other FTA assets, including program income. Upon extension the agreement shall continue in full force and effect under the same terms and conditions.

SECTION 3: PROGRAM REPORTING

The Transit Provider shall submit invoices monthly, as required by the City, to meet its local and FTA obligations. The City will direct the invoicing format and other various report formats in addition to the time and location for submission of such. Required reports include, but are not limited to, the following:

- A. Monthly reports in which vehicle usage, mileage, maintenance, or justification for lack of progress, in providing the compliance specified in Article 1, Section 1: Scope of Services, of this agreement are discussed.
- B. Monitoring and closeout reports including performance reports, inventory of all property acquired or improved by FTA funds, accident reports, complaint reports, and a final financial report, upon termination or completion of the award.
- C. Annual reporting data to be used in the National Transit Database reporting.

ARTICLE 2 - FINANCIAL MANAGEMENT

SECTION 1: PAYMENTS AND BUDGET

A. General Statement

The City shall reimburse the Transit Provider allowable costs for the services identified in this agreement upon presentation of properly executed reimbursement/invoice forms as provided by and approved by the City.

Such reimbursement shall constitute full and complete payment by the City under this agreement. Allowable costs shall mean those necessary and proper costs identified in the Transit Provider's application/budget and approved by the City unless any or all such costs are disallowed by FTA.

Any reimbursement made under this agreement must comply with the applicable requirements of FTA Circular 9030.1E, Chapter IV, which outlines eligibility of costs. The Transit Provider may not request disbursement of funds under this agreement if the funds are not eligible costs. Any costs incurred which are not eligible, are the sole financial responsibility of the Transit Provider.

B. Payments

Reimbursement request must be submitted to the Transit Program Manager. Payments shall be made upon receipt of complete and correct reimbursement requests. Reimbursement requests may be submitted by email or hard copy to the contact information listed in Article 3, Section 1 of this agreement.

Reimbursement payments shall be made directly to Transit Provider only, and shall be made in accordance with the City of Grand Island's City Council meeting calendar.

Payments may be contingent upon certification of the Transit Provider's financial management system in accordance with the standards specified in the Transit Provider Manual.

Requests for payment of allowable costs shall be made against the line item budgets specified in Paragraph C, below, herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph C and in accordance with performance.

C. Budget

<u>Line Item</u>	<u>Amount:</u>
DEFINE	\$DEFINE
TOTAL	\$DEFINE

The Transit Provider is allotted a 3% annual increase in expenses and fees, in accordance with the contract start date. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Transit Provider shall provide such supplementary budget information in a timely fashion as directed by the City. Any amendments to the budget must be approved in writing by both the City and Transit Provider.

D. Closeout

Upon termination of this agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

1. Upon written request by the Transit Provider, the City shall make or arrange for payments to the Transit Provider of allowable reimbursable costs not covered by previous payments;
2. Disposition of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the City);
3. The Transit Provider shall submit within thirty (30) days after the date of expiration of this agreement, all financial, performance and other reports required by this agreement, and in addition, will cooperate in a program monitoring by the City or its designee; and
4. Closeout of funds shall not occur unless all requirements of this agreement are met and all outstanding issues with the Transit Provider have been resolved to the satisfaction of the City.

The Transit Provider's obligation to the City shall not end until all closeout requirements are completed. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Transit Provider has unobligated FTA funds, including program income.

SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City and FTA shall have the right to monitor the records of the Transit Provider as they relate to the agreement and the activities and services described herein. The Transit Provider acknowledges the financial oversight requirements of the Transit Provider Manual.

ARTICLE 3 - GENERAL CONDITIONS AND REQUIREMENTS

SECTION 1: NOTICES

Notices required by this agreement shall be in writing and delivered via mail, commercial courier, or personal delivery with acknowledgement by receiving party. Any notice delivered shall be effective on the date of delivery as signed for. All notices and other written communications under this agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City
Transit Program Manager
1016 Diers Avenue, Suite 119
Grand Island, Nebraska 68803
308-646-6571

NAME
DEFINE

SECTION 2: GENERAL CONDITIONS

A. “Independent Transit Provider”

Nothing contained in this agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between the City and Transit Provider. The Transit Provider shall at all times remain an “Independent Transit Provider” with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Transit Provider is an Independent Transit Provider.

B. Hold Harmless

To the extent permitted by law, the Transit Provider agrees to hold harmless, defend and indemnify the City and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Transit Provider’s performance or nonperformance of the services or subject matter called for in this agreement.

C. Workers’ Compensation

The Transit Provider shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

D. Insurance

The Transit Provider shall:

1. Obtain and maintain for the applicable agreement term insurance on each vehicle against all risks of loss or damage in an amount not less than the replacement cost of the vehicles, without deductible and without co-insurance,
2. Obtain and maintain for the applicable agreement term, comprehensive liability insurance covering personal injury of at least \$1,000,000 per person and property damage of at least \$1,000,000 per occurrence, and such insurance shall otherwise be in a form and with companies reasonably satisfactory to City. Provider shall designate City, as their interests may appear, as loss payee on property insurance, and shall designate City additional insured on liability insurance. Provider shall pay all premiums for such insurance and cause delivery to City of certificates evidencing such insurance in effect through the agreement term identifying the vehicle identification number of each vehicle, as applicable, along with, if requested by City, evidence satisfactory to City, of the payment of the premiums for such insurance. All insurance shall provide for at least thirty (30) days advance written notice to City before any cancellation, expiration or material modification thereof. No act or default of Provider, its officers, agents and employees, will affect City’s right to recover under such policy or policies in case of loss. Provider shall deliver prompt written notice to City of (1) loss, theft, or destruction of any vehicle, (2) any damage to any vehicle exceeding one thousand dollars (\$1,000), and (3) any claim arising out of the ownership, operation, maintenance, or use of any vehicle. In the event of damage to or loss or destruction of a vehicle (or any component thereof), Provider shall, at the option of City, (a) promptly place such vehicle in good repair, condition and working order, or (b) replace the vehicle with a vehicle in good repair, condition and working order, acceptable to City, and shall transfer clear title to such vehicle to the entity, City, holding title to the vehicle

damaged, lost, or destroyed, whereupon such vehicle shall be subject to the applicable agreement term. Liability coverage shall include coverage for loading and unloading passengers.

The certificates of insurance shall be subject to review by the City and the Transit Provider shall carry evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Insurance limits must be on each Certificate of Insurance. No other form of certificate shall be used.

The Transit Provider will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

E. Licensing

The Transit Provider agrees to comply with and obtain, if necessary, all applicable City, Municipal, State or Federal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this agreement to assure quality of services.

In the event of an investigation or suspension regarding any Transit Provider license related to the services for which the City is providing funding under this agreement, the City may terminate this agreement and withhold further agreement funds. In addition, monies already received under this agreement may be owed back to the City.

F. Amendments

The parties may amend this agreement at any time provided that such amendments make specific reference to this agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by City Council. Such amendments shall not invalidate this agreement, nor relieve or release the City or Transit Provider from its obligations under this agreement. The City may, in its discretion, amend this agreement to conform to Local, State, or Federal governmental guidelines, policies or available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both City and Transit Provider.

G. Failure to Perform

In the event of failure by the Transit Provider to comply with any terms or conditions of this agreement or to provide in any manner activities or other performance as agreed herein, the City reserves the right to temporarily withhold any portion or full payment pending correction of the deficiency, suspend all or part of the agreement, or prohibit the Transit Provider from incurring additional obligation of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of the City's right to suspend or terminate this agreement. The City may consider performance under this agreement when considering future awards.

H. Termination

The City may pursue remedies if the Transit Provider significantly fails to comply with any terms or conditions of this agreement, which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and FTA guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Transit Provider to fulfill in a timely and proper manner its obligations under this agreement;
3. Ineffective or improper use of funds provided under this agreement;
4. Submission by the Transit Provider to the City reports that are incorrect or incomplete in any significant respect; or
5. Failure to take satisfactory corrective action as directed by the City.

This agreement may also be terminated for convenience by the City, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this agreement but prior to its normal completion, the City may immediately terminate this agreement in accordance with such, notwithstanding any other termination provisions of this agreement.

Termination under this Section shall be effective upon receipt of written notice from the City to the Transit Provider.

In the case of suspension or termination, monies already received under this agreement may be owed back to the City and the City may also declare the Transit Provider ineligible for further participation in the City's transit program.

SECTION 3: SPECIAL CONDITIONS

A. Access to Records and Reports

1. Record Retention. The Transit Provider will retain, and will require its subcontractors of all tiers to retain, complete and provide readily accessible records related in whole or in part to the agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Transit Provider agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Transit Provider shall maintain all books, records, accounts and reports required under this agreement for a period of at not less than three (3) years after the date of termination or expiration of this agreement, except in the event of litigation or settlement of claims arising from the performance of this agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Transit Provider agrees to provide sufficient access to the City of Grand Island, Hall County, the State of Nebraska, FTA, and its contractors to inspect and audit records and information related to performance of this agreement as reasonably may be required.
4. Access to the Sites of Performance. The Transit Provider agrees to permit the City of Grand Island, Hall County, the State of Nebraska, FTA, and its contractors access to the sites of performance under this agreement as reasonably may be required.

B. Charter Service

The Transit Provider agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and sub-recipients 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 Transit Provider 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 sub-transit provider 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 of part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The Transit Provider should also include the substance of this clause in each sub-agreement that may involve operating public transit services

C. Clean Air and Clean Water

1. Clean Air. The Transit Provider shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Transit Provider shall report each violation to the City and understands and agrees that the City shall, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Transit Provider shall include these requirements in each sub-agreement exceeding \$100,000 financed in whole or in part with FTA assistance.
2. Clean Water. The Transit Provider shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Transit Provider shall report each violation to the City and understands and agrees that the City shall, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency Regional Office. The Transit Provider shall include these requirements in each sub-agreement exceeding \$100,000 financed in whole or in part with FTA assistance.

D. Civil Rights and Equal Opportunity

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City 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 agreement, the Transit Provider shall at all times comply with the following requirements and shall include these requirements in each sub-agreement entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Transit Provider 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 Transit Provider 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 Transit Provider 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 Transit Provider 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 Transit Provider agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975,

as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Transit Provider agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Transit Provider 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. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Transit Provider agrees that it will not discriminate against individuals on the basis of disability. In addition, the Transit Provider agrees to comply with any implementing requirements FTA may issue.

E. Disadvantaged Business Enterprise

The Transit Provider shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Transit Provider shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted agreements. Failure by the Transit Provider to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the City 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 Transit Provider from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

F. Employee Protections

The Transit Provider shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5. The Transit Provider shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the agreement for all laborers and mechanics, including guards and watchmen, working on the agreement. 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. Such records maintained under this paragraph shall be made available by the Transit Provider for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Transit Provider will permit such representatives to interview employees during working hours on the job. The Transit Provider shall require the inclusion of the language of this clause within sub-agreements of all tiers.

G. Energy Conservation

The Transit Provider agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Program in Nebraska issued in compliance with the Energy Policy and Conservation Act.

H. Changes to Federal Requirements

The Transit Provider shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this agreement. The Transit Provider's failure to so comply shall constitute a material breach of this agreement.

I. Lobbying Restrictions

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a City, 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 agreement, 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 agreement, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. 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-agreements, sub-grants, and agreements under grants, loans, and cooperative agreements) and that the Transit Provider shall certify and disclose accordingly.

J. No Federal Government Obligation to Third Parties

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

The Transit Provider agrees to include the above clause in each sub-agreement 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 will be subject to its provisions.

K. False Statements of Claims and Criminal Fraud

The Transit Provider 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 agreement, the Transit Provider 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 agreement or the FTA assisted project for which this agreement work is being performed. In addition to other penalties that may be applicable, the Transit Provider 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 Transit Provider to the extent the Federal Government deems appropriate.

The Transit Provider 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 an agreement 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 Transit Provider, to the extent the Federal Government deems appropriate.

The Transit Provider agrees to include the above two clauses in each sub-agreement 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 sub-transit provider who will be subject to the provisions.

L. Public Transportation Employee Protective Arrangements

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

1. U.S. DOL Certification. Under this agreement 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 agreement.
2. Special Warranty. When the agreement 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 agreement.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Transit Providers 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.

M. Recovered Materials

The Transit Provider agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

N. Safe Operation of Motor Vehicles

1. Seat Belt Use - The Transit Provider 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 Transit Provider or City.
2. Distracted Driving - The Transit Provider agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging when employer provides an electronic device, and driving a vehicle the driver owns or rents, a vehicle Transit Provider owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

O. School Bus Operations

The Transit Provider 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 Transit Provider violates this School Bus agreement, FTA may:

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

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

The Transit Provider should include the substance of this clause in each sub-agreement or purchase under this agreement that may operate public transportation services

P. Substance Abuse Requirements

The Transit Provider agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 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 of Nebraska, Hall County or the City of Grand Island, 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 Transit Provider agrees further to certify annually its compliance with parts 655 annually as part of the performance monitoring process and to submit the Management Information System (MIS) reports before March 1 annually to the Transit Program Manager. To certify compliance, the Transit Provider shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative agreements," which is published annually in the *Federal Register*.

Q. Disputes

Disputes - Disputes arising in the performance of this agreement that are not resolved amicably by both parties shall be decided in writing by the Assistant City Attorney for the City of Grand Island. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Transit Provider mails or otherwise furnishes a written appeal to the Assistant City Attorney. In connection with any such appeal, the Transit Provider shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Assistant City Attorney shall be binding upon the Transit Provider and the Transit Provider shall abide by the decision.

Performance during Dispute - Unless otherwise directed by the City, the Transit Provider shall continue performance under this agreement while matters in dispute are being resolved.

Claims for Damages - Should either party to the agreement suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it 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. The duties and obligations imposed by the agreement 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 City shall constitute a waiver of any right or duty afforded any of them under the agreement, 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.

R. City Recognition

The Transit Provider shall ensure recognition of the role of the City in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as to the funding source. In addition, the Transit Provider will include a reference to the support provided herein in all publications made possible with funds available under this agreement.

S. LB 403

The Transit Provider and its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

T. Fiscal Years

The City of Grand Island operates on a fiscal year beginning October 1 and ending on the following September 30. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

U. Title VI (See also Article 1 Section C)

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in

any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

V. Section 504/ADA Notice to the Public

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 Compliance Coordinator.

Title VI Coordinator (City Administrator)
308-385-5444, extension 140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

W. Gratuities and Kickbacks

City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a consultant under a contract to the prime consultant or higher tier consultant or any person associated therewith, as an inducement for the award of an agreement or order.

X. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Transit Provider shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

Y. Debarment and Suspension

The Transit Provider 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 Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each agreement at any tier of \$25,000 or more, and to each agreement at any tier for a federally required audit (irrespective of the agreement amount), and to each agreement at any tier that must be approved by an FTA official irrespective of the agreement amount. As such, the Transit Provider shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded agreement and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;

3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

The certification in this clause is a material representation of fact relied upon by the City of Grand Island. If it is later determined that the Transit Provider knowingly rendered an erroneous certification, in addition to remedies available to the City of Grand Island, Hall County, the State of Nebraska or the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Transit Provider 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 agreement that may arise from this offer. The Transit Provider further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Z. Prohibition of Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

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

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

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

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

- (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Prohibition

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. The Contractor is prohibited from providing to the Government any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

Reporting Requirement

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Subcontracts

- (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

SECTION 4: TRANSIT PROVIDER MANUAL RECEIPT CERTIFICATION

The Transit Provider certifies that it has received the City of Grand Island’s Transit Provider Manual in either print or electronic format from the City. The Transit Provider further certifies and agrees that it is the Transit Provider’s obligation as a part of this agreement to read and understand the Manual. The City may update the Transit Provider Manual at will, and shall notify the Transit Provider contact listed in this

agreement, as well as other staff deemed pertinent at the time, of said changes, before their effective date.

SECTION 5: SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the agreement shall not be affected thereby and all other parts of this agreement shall nevertheless be in full force and effect.

SECTION 6: SUCCESSORS

This agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

SECTION 7: ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and Transit Provider for the use of funds received under this agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the City and Transit Provider with respect to this agreement.

SECTION 8: NO THIRD-PARTY BENEFICIARIES

Except as expressly provided otherwise, this agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause action or other right.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date of the most recent signatory.

City of Grand Island, Nebraska

Date _____

By _____
NAME, Mayor, City of Grand Island

Attest:

NAME, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

NAME, Assistant City Attorney

Transit Provider: **NAME**

Date _____

By _____
NAME, Executive Director

Date _____

By _____
NAME, Board President

TRANSIT PROVIDER MANUAL

City of Grand Island

Transit Division

Version 2021.1

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INTRODUCTION

The City of Grand Island receives a yearly allocation of 5307 Funding from the Federal Transit Administration (FTA), and has utilized such funds to implement a transit program within the Urbanized Area limits of Grand Island.

This manual applies to transit providers of all FTA funds awarded to the City of Grand Island.

The purpose of this manual is to provide management support to FTA-funded activities, while ensuring that all agencies adhere to Local, State, and Federal rules and requirements. “Agency” or “Agencies” refer to the transit provider entities that include nonprofits, City of Grand Island departments, public agencies, and other government organizations.

The procedures detailed in this manual represent minimum requirements and controls that must be embodied within the transit provider’s accounting, internal controls, and financial reporting systems. They are not intended to replace existing procedures used by the agency that achieve the same results.

The approval of the City’s Transit Division must be obtained for any deviation from the minimum requirements contained in this manual that may be necessitated by the organizational structure, record keeping, or other limitations of a particular agency. Any proposed deviations shall be considered by the Transit Division upon receipt of a written request submitted by the agency.

This manual and any revisions which may be issued from time to time shall be effective until superseded or canceled by appropriate notice from the Transit Division. Comments and suggestions for changes, modifications, or improvements are encouraged, and should be submitted in writing to the Transit Division or by email to transit@grand-island.com.

Written Agreement with City

A written agreement must be entered into between the City and all entities providing transit services with FTA funds. The written agreement forms the basis for the contractual obligation between the parties to fund and implement the transit service. The agreement will denote responsibilities attributable to each party, and shall outline in exact measure the scope of services to be provided, methods of accountability, and requirements for payment. Execution of the agreement binds the transit provider for a specified period of time, and may be revised only upon written authorization from the City. Compliance with the stipulations in this manual is a requirement of the written agreement.

Limitation of Expenditures

- The transit provider is not eligible for reimbursement of funds provided under the agreement prior to the commencement or subsequent to the suspension or termination of such.
- Expenditures shall be made in conformance with the approved budget and shall meet the criteria established for allowable costs.
- Expenditures shall be in direct support of the program that is the subject of the agreement.
- The transit provider shall notify the Transit Division in writing of any expenditure for items jointly used for any other program(s) and the expenditures shall be apportioned according to the percentage of direct use in the program.

FINANCIAL OVERSIGHT

Transit providers must ensure that they are in compliance with all applicable fiscal and administrative requirements issued by the City of Grand Island, the State of Nebraska and the Federal government.

All agencies awarded a FTA funded agreement must be in compliance with the following:

- OMB A-122 – Office of Management and Budget Circular A-122, which addresses the rules for cost principals. These are the rules that non-profit agencies using Federal funds must abide by when purchasing goods or services;
- OMB A-133 – Office of Management and Budget Circular A-133, which addresses auditing rules for all agencies using Federal funds. Effective December 31, 2003, the threshold for an A-133 audit was raised to \$500,000 in Federal funding expenditures;
- FTA C 4220.1F Third Party Contracting Guide; and
- FTA C 5010.1D Grant Management Circular.

Administrative Oversight

Transit Division responsibilities of oversight include:

- Ensure that all expenditures involving the use of Federal funds are eligible under the Local and Federal requirements of the grant; and
- Approval of purchase orders and agreements to be reimbursed through FTA funded agreements; and
- Receipt and approval of monthly invoices; and
- Ensure compliance with all FTA regulations, the Transit Provider Agreement, and this manual.

Transit provider responsibilities include:

- Control of accounting documents for processing; and
- Preparation of reports, as requested by Transit Division; and
- Preparation of requests for reimbursement.

If the Transit Division determines that the transit provider's accountant or financial representative is not maintaining proper financial records, or processing accurate information, the City has the right to request that the transit provider remove that individual from program oversight.

Internal Controls

Transit providers receiving FTA funding shall have:

- A written set of policies and procedures which define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents; and
- Written accounting procedures, including procedures for approving and recording transactions and regular reconciliation of records to check for completeness and accuracy; and
- Written maintenance procedures, including pre-trip inspections and routine maintenance checklists; and
- Any additional plans and procedures deemed appropriate by the City, State or FTA.

Recordkeeping

To ensure eligibility of costs, transit provider files shall include copies of:

- Agreement with the City; and
- Procurement and bid information (for all purchases); and
- Agreements with vendors; and
- Up to date budget (including copies of budget change requests); and
- Expenditure and payment information including supporting documentation; and
- Characteristics and location of clients served, including mileage, and any other information requested by the Transit Division; and
- Program status and progress reports; and
- Audits; and
- Monitoring reports; and
- Other relevant correspondence.

The transit provider is also responsible for recordkeeping of data and service information to be used in annual reporting to the National Transit Database. Due to the shared nature of the transit service, National Transit Database (NTD) require the transit provider to track and report information such as urban funds used, rural funds used, annual ridership, vehicle revenue miles and vehicle revenue hours. The Transit Program Manager will meet with the transit provider annually in September to discuss the status of the NTD report and review the recordkeeping measures used.

Record Retention Policy

The transit provider 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 agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

The transit provider agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The transit provider shall maintain all books, records, accounts and reports required under the agreement between the City and transit provider for a minimum period of three (3) years after the date of termination or expiration of the agreement with the City, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. Records tied to the Drug & Alcohol Program are covered by a separate record retention schedule. The schedule is outlined in the Drug & Alcohol Program section of this document.

Access to Records

FTA and the Comptroller General of the United States, or their authorized representatives, have the right to access transit provider program records. All transit providers are required to provide citizens with reasonable access to records regarding the current and previously funded programs, consistent with applicable Local and State laws regarding privacy and confidentiality.

Access to the Sites of Performance

The transit provider agrees to permit the City of Grand Island, Hall County, the State of Nebraska, FTA, and its contractor's access to the sites of performance under the agreement between the City and transit provider as may be required, within a reasonable manner.

Accounting Records

Financial recordkeeping is one of the primary areas subject to City of Grand Island and FTA reviews and, if inadequate, can lead to serious problems and the possible repayment of federal funds. Accounting systems shall provide reliable, complete, and up to date information about sources and use of funds.

Following is the financial information and records that must be maintained by the agency:

- An accounting system which records the source of income and categorizes expenses for grant activities. A transit provider's accounting system should include the following elements:
 - Chart of Bank Accounts
 - Cash Receipts Journal, including fares
 - Cash Disbursements Journal
 - Payroll Journal
 - General Ledger
 - Payroll Records
 - Property Register
- Copies of payment requests or invoices sent to the Transit Division must have source documentation kept on file (bills, receipts, copies or cancelled checks, etc.);
- Proof of actual checks written with regard to transit service;
- Procurement files (bids, agreements, etc.) and real property inventory;
- Financial statements, correspondence and audit records.

Budgeting Sources and Use of Funds

For the FTA program, these accounting records must contain reliable and up-to-date information about the sources and use of funds, including:

- All grant awards received by the organization; and
- Unobligated balances (funds remaining available for distribution); and
- Assets and liabilities; and
- Fares; and
- Actual outlays or expenditures.

Budget Controls

Transit providers must have procedures in place to monitor obligations and expenditures against their approved budget(s) for contracted services. The City of Grand Island is under no obligation to reimburse a transit provider for expenditures which exceed approved budget line items or the overall budget for FTA assisted activities. Therefore, the transit provider needs to have an ongoing system to compare actual receipts, encumbrances, and expenditures with the FTA budget in order to determine in a timely fashion whether it will be necessary to initiate a formal budget revision.

Budget Categories

Reimbursement will only be provided for allowable costs as approved by the Transit Division and must be directly related to the transit services. Reimbursements should be submitted on the basis outlined in the agreement between the City and transit provider.

When transit provider requests for payment are submitted they must include documentation such as copy of mileage logs, fares, receipts, check registers, payroll reports, and activity under agreement or paid invoices. The documentation does not need to be submitted with the invoice, but maintained on file in the transit provider's office, and available for

monitoring/review at any time. The City Of Grand Island will only reimburse the transit provider for expenditures which it has actually incurred under the agreement period.

Budget Modifications

Modifications to approved budget line items are allowable but must be directly related to changes in program services and activities and may not increase the overall budget total.

To implement a budget modification the transit provider must submit a written request, which identifies the reasons for the adjustment. The request must be specific as to which line items are to be increased and which are to be reduced and must be specifically approved by the City in writing as a change to the written agreement between the City and transit provider.

The Transit Division has the authority to grant or deny requests for budget revisions based on funding availability.

If the request is granted, a Change Order will be written to amend the original agreement between the City and transit provider. The change order then must be sent to City Council, where it will be subject to final approval.

Audit Reviews

The transit provider is required to have an annual audit, which includes review of the transit program. This audit shall be conducted by a third party. The transit provider must submit a copy of the final audit report to the City within thirty (30) days of the final published date. Failure to rectify audit findings within the given time frame may result in suspension, termination of grant agreement, and/or disbarment from future City of Grand Island transit service agreements.

Monthly Reimbursements

Transit Division staff will review each request for reimbursement submitted by the transit provider on a monthly basis.

Questionable or ineligible expenses will be identified and the transit provider will be requested to submit clarifications, corrections, or additional information. If a request for payment is reviewed and found to have errors or missing documentation, the invoice will be returned to the transit provider with instructions for re-submittal. Processing of requests for payment will not be made until all documentation and information has been satisfactorily provided to the City (including any outstanding reports or other requests for information).

A request for payment shall be submitted in the required budget categories. The City of Grand Island provides an invoice template, however the transit provider is allowed to create their own, as long as all required budget categories are included.

The transit provider is responsible for reviewing the request documentation and amounts prior to submission, the City cannot reimburse for items or services paid for prior to the beginning of the agreement, or after the end of the agreement timeframe.

VEHICLES & MAINTENANCE

Drivers

The Federal Commercial Vehicle Act requires anyone driving a vehicle designed for more than 16 passengers to have a Commercial Driver's License (CDL) of the B class with passenger endorsement. This requirement applies to all vehicles designed to transport 16 or more persons regardless of how the vehicle was funded and applies to volunteer drivers. It applies whether or not the vehicle is occupied and whether or not it is in service.

The Commercial Motor Vehicle Safety Act (CMVSA) of 1986 was passed to help reduce or prevent truck and bus accidents, fatalities and injuries by requiring drivers to have a single commercial motor vehicle driver's license. The act also disqualifies drivers who operate commercial motor vehicles in an unsafe manner. If the transit provider uses buses which have a capacity of 16 or more persons, the transit provider is responsible for ensuring all Local, State, and Federal guidelines are met for hiring licensed CDL drivers.

The transit provider must create and maintain a Driver Handbook and Passenger Handbook to be reviewed and approved by the Transit Division.

On-board Safety Equipment

The City of Grand Island requires the following safety equipment to be on-board public transit vehicles when in operation:

- fire extinguisher; and
- bio-hazard kit; and
- first aid kit; and
- reflective triangles; and
- seatbelt cutter; and
- flashlight; and
- reflective vest.

Reflective vests shall meet the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Apparel and Headwear" and labeled as meeting the ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. The transit provider is responsible for determining when drivers would be required to wear the reflective vest (i.e. all times a bus is moving, whenever driver exits the vehicle, when the vehicle is having mechanical issues, etc.)

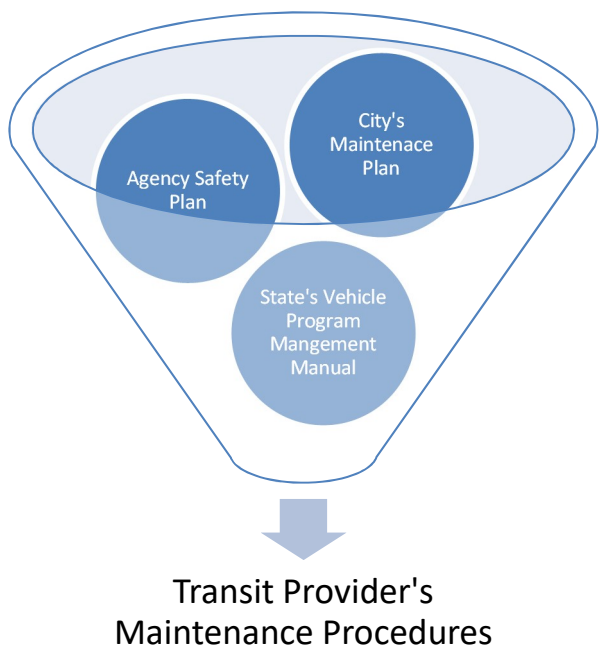
Maintenance Plan

The City of Grand Island is required by FTA to maintain a Maintenance Plan which addresses vehicle and property maintenance and such plan is maintained by the Transit Division. Additionally, the City of Grand Island relies on the State of Nebraska for the purchase of some of the vehicles associated with the Transit Program. Therefore, vehicles in use by the City of Grand Island's Transit Program have been procured through the State of Nebraska and are subject to the State of Nebraska's Vehicle Program Management Manual. A copy of said guidelines, along with templates and schedules to be used by the transit provider are available on the State of Nebraska's website, under "Asset Management", "Forms and Templates":

<https://www.nebraskatransit.com/transit-system-resources.php>

The transit provider is responsible for creating operating procedures which include compliance with both the City of Grand Island's Maintenance Plan and the State of Nebraska's before the award of a transit agreement. The maintenance plan shall

be approved by the Transit Division. The transit provider shall use the approved checklists for their Maintenance Schedule, Annual Building Inspection (requirements for the Annual Building Inspection are outlined in the Agency Safety Plan), Multi-Point Inspection Sheet, and Pre-Vehicle Trip Report. The transit provider may substitute their own forms for the current forms with City approval, bearing that all required information is available on the transit provider's forms.



City of Grand Island Fleet Services is the maintenance provider. The cost of preventative maintenance, repairs and inspection shall be paid by the transit provider, and is a reimbursable maintenance expense.

Procurement Overview

The transit provider will ensure that agreements include any clause required by Federal statutes and executive orders and their implementing regulations. Projects subject to FTA Guidelines will follow more in depth requirements, as described in this manual, in addition to the requirements for non-Federal funds as identified in Grand Island City Code Chapter 27.

http://city.grand-island.com/City_Code/ref_code_index.htm

FTA procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Procurement Circular 4220.1F. Some of the situations considered to be restrictive of competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business,
2. Requiring unnecessary experience and excessive bonding,
3. Noncompetitive pricing practices between firms or between affiliated companies,
4. Noncompetitive awards to consultants that are on retainer agreements,
5. Organizational conflicts of interest,
6. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
7. Any arbitrary action in the procurement process.

General Guidelines

The method which is used to procure an item or a service depends on two factors: First, the item/service being procured; and second, the cost. The thresholds for determining which procurement to use, based on type and cost, are determined by City Code §27. When selecting a procurement method, City Code §27 must be followed according to the procurement type.

5.1 GOODS, SERVICES & CONSTRUCTION

5.1.1 Small Purchases

See City Code §27-11.

5.1.2 Competitive Sealed Bidding

See City Code §27-8.

5.1.3 Competitive Sealed Proposals

See City Code §27-9.

INTERNAL STANDARDS

Disadvantaged Business Enterprise (DBE)

The City of Grand Island will work with the transit provider to ensure compliance with 49 CFR Part 26, which governs DBE compliance. This will include providing information, guidance and support for DBE participation reporting. Transit providers may refer to the City's Disadvantaged Business Enterprise Plan by visiting <http://www.grand-island.com/your-government/public-works/transit/transit-documents-forms> or request a copy from the Transit Division.

To track 49 CFR Part 26 compliance the City will:

- Review transit provider's award of federal funds to determine if a DBE Program is required
- Assist transit provider with the development of a DBE Program, if needed, or adopt City's Program
- Submit bi-annual DBE participation reporting to FTA
- Report transit provider's DBE participation to the FTA

Title VI

Per the guidelines outlined in FTA C 4702.1B for recipients of FTA financial assistance to carry out USDOT Title VI regulations (49 CFR part 21), transit providers overseen by the City of Grand Island are required to adhere to the Title VI Plan developed by the City. The City of Grand Island will request an acknowledgement of Title VI Plan from transit provider prior to the time of agreement execution.

Transit providers may refer to the Title VI Plan by visiting or requesting a copy from the Transit Division.

Americans with Disabilities Act

Titles II and III of the Americans with Disabilities Act (ADA) of 1990 provide that no entity shall discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of service, including complementary paratransit service. When a transit provider is under agreement to provide fixed route service, including commuter bus service, all of the buses used in the service must be accessible.¹ Demand response, or vanpool systems, are also subject to equivalent service requirements. A vehicle that an individual with disabilities can use must be made available to and used by a vanpool in which such an individual chooses to participate.

The Transit Division will ensure that transit providers comply with the ADA requirements when:

- Training drivers; and
- Acquiring new, used or remanufactured vehicles or when remanufacturing vehicles;² and
- Providing equivalent service when acquiring non-accessible vehicles for general public demand-responsive service;³ and
- Maintaining vehicles and facilities that are required, to make them accessible to and usable by persons with disabilities, including wheelchair users.

¹ Public operators of fixed route systems open to the general public are required to provide complementary paratransit or other special service to persons with disabilities that are comparable to the level of service provided to individuals without disabilities who use the fixed route system.

² All vehicles purchased must be ADA accessible unless the agency certifies that equivalent service is provided.

³ Equivalent services include: response time, fares, geographic area of service, hours and days of service, availability of information, reservation capability, constraints on capacity or service availability, and restriction priorities based on trip purpose

Drug & Alcohol Program

Transit providers are required to establish a drug and alcohol misuse program and ensure that operators and employees follow established policies. Outlined below are requirements for drug and alcohol testing programs.

Background

Since 1991, FTA has had regulations prohibiting drug and alcohol misuse by transit employees and required transit agencies to test for prohibited drug and alcohol misuse. The rule covering both is titled, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations", and is found in 49 CFR Part 655. The US Department of Transportation (US DOT) issued 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," prescribing specimen collection and testing methods are to be followed under the testing programs for all modal administrations.

Preemption of State and Local Laws

49 CFR Part 655 preempts any state or local law, rule, regulation, or order to the extent that:

1. Compliance with both the local or state requirement and any requirement in Part 655 is not possible; or
2. Compliance with the local or state requirement is an obstacle to the accomplishment and execution of any requirement in Part 655.

Third Party Administrators– It is permissible for a transit provider's drug and alcohol *testing* program to be outsourced to any organization that provides or coordinates a variety of drug and alcohol testing services to employers. However, the transit provider is responsible for ensuring compliance. An employee's consent is not required for a Third Party Administrator to receive and maintain records concerning US DOT drug and alcohol testing programs, including individual positive, negative, and refusal to test results. The State of Nebraska has contracted and made a third party administrator available, and the transit provider is able to use this service, if desired. If the transit provider makes use of the State's Third Party Administrator, the transit provider is still responsible for maintaining documentation for:

Medical Review Officers (MROs) – A licensed physician (medical doctor or doctor of osteopath) is responsible for receiving laboratory results. MROs must have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate an individual's confirmed positive test result. MROs are required to take formal training and must pass an examination administered by a nationally recognized MRO professional certification board. Twelve (12) hours of continuing education must be completed every three (3) years. New MROs must meet the qualification training requirements before MRO functions can be performed.

Breath Alcohol Technician (BAT)/Screen Test Technician (STT) – These service agents are required to undergo qualification training, as well as demonstrate proficiency of equipment operation, and complete refresher and error correction training when required.

Substance Abuse Professionals (SAPs) - A SAP is a licensed physician, licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge and experience of treatment of substance abuse. SAPs must receive qualification training and complete an examination by a nationally recognized professional organization. They are also required to complete twelve (12) hours of continuing education every three (3) years.

Custody and Control Form (CCF) and Alcohol Testing Form (ATF) - It is the transit provider's responsibility to ensure that the collection sites, conducting FTA required testing on their behalf, are using the most current Federal Drug Testing Custody and Control Form (CCF) and Alcohol Testing Form (ATF). These multi-part forms can only be used for FTA required tests and cannot be used for tests conducted under local authority. Use of these forms for a non-federal test is prohibited and may result in a US DOT enforcement action.

BATs and MROs, etc. are required to maintain their own training records. There is no federal requirement for a transit provider to have a signed agreement among third party administrators. Third party administrators are, however, responsible for meeting the transit provider's need to comply with FTA requirements and must produce within two (2) days any information or records the transit provider requests.

Drug & Alcohol Program Policies

The transit provider is required to formally adopt a drug and alcohol testing program and policy that meets the requirements of 49 CFR Parts 40 and 655. This must be in place by the date the transit provider begins operations. This program must include:

- a statement describing the employer's policy on prohibited drug and alcohol misuse in the workplace, including the associated consequences;
- an education and training program;
- a testing program; and
- procedures for referring a covered employee who has a verified positive drug test result or an alcohol concentration of 0.04 or greater to a Substance Abuse Professional (SAP), consistent with 49 CFR Part 40.

Policy – The transit provider's policy must be written to apply to all employees who perform safety-sensitive functions (a safety-sensitive function is any duty related to operating, maintaining, or controlling the movement of any transit revenue vehicle, even if not in revenue service). The policy must also apply to applicants being hired to perform safety sensitive functions and existing employees being transferred to positions that will perform safety sensitive functions. This requirement also applies to any contract employee or independent contractor that performs safety sensitive service on the transit system's behalf, or uses any FTA funded public transit vehicles.

Education and Training – The transit provider is required to distribute a copy of the formally adopted drug and alcohol program policy to each covered employee prior to the employee performing a safety-sensitive function for the first time. The employee must also have access to the corresponding federal regulations. All covered employees must undergo a minimum of sixty (60) minutes of training on the signs and symptoms of prohibited drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The FTA has created a video to fulfill this training obligation which is available here:

<https://transit-safety.fta.dot.gov/DrugAndAlcohol/Tools/DrugAwarenessVideo/Default.aspx>

In addition, supervisors, and any other person authorized by the employer to make reasonable suspicion determinations such as dispatchers or other employees who see drivers regularly, are required to receive at least sixty (60) minutes of training on the physical, behavioral, and performance indicators of probable drug use, and at least sixty (60) minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol use.

Drug Testing Program – The transit provider is required to establish a testing program for prohibited drugs and drug metabolites in the following circumstances: pre-employment, post-accident, reasonable suspicion, random, and return-to-duty/follow up. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Alcohol Testing Program – The transit provider is also required to establish a program testing for alcohol in the following circumstances: post-accident, reasonable suspicion, random, and return-to-duty/follow-up. Pre-employment alcohol tests are allowed, but not required under the regulation. If an employer chooses to conduct pre-employment alcohol tests, the testing procedures defined in 49 CFR Part 40 must be followed. Employers shall prohibit a covered employee, while having an alcohol concentration of 0.04 or greater, from performing or continuing to perform a safety-sensitive function. A covered employee can only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Random Testing Requirements – FTA requires random drug and alcohol testing throughout the year for safety sensitive employees. Tests must be spread throughout the service times of day, days of week, weeks of month, and months of the year with the goal of not being predictable to the employees. Since January 1, 2019, the percentages of employees

that must be randomly tested during the year are 50% for drug and 10% for alcohol. The transit provider may do the random selections themselves using a scientifically valid selection method or have a third-party administrator provide the selections every month, quarter, or some other specified time period. The transit provider should work to find drug and alcohol testing sites that can conduct tests during all hours when public transit is in operation.

Post-Accident Testing Requirements - A DOT post-accident test must be performed when there is an occurrence associated with the operation of a mass transit vehicle, if as a result:

- An individual dies; or
- An individual suffers bodily injury and immediately receives medical attention away from the scene of the accident; or
- A vehicle (including non-transit vehicle) incurs disabling damage as the result of the occurrence and a vehicle is transported away from the scene by a tow truck or other vehicle; or
- The transit vehicle is removed from operation.

Who to test:

- Covered employee operating the transit vehicle, unless the transit employee's performance can be completely discounted as a contributing factor to the accident; and/or
- Other covered employees who could have contributed to the accident.

Time limitations for post-accident testing:

- Employee must remain readily available for testing
- Alcohol and drug testing must begin as soon as practicable following the accident
- Do alcohol test *first*, if possible
 - If not done within 2 hours of accident, document why
 - If not done within 8 hours of accident, cease attempts and document why
- Do drug test as soon as possible *after* the alcohol test
 - If not done within 32 hours, cease attempts and document why

Confidentiality and Release of Information

In order to protect the employee's privacy, specific written consent must be obtained for any release of test results or medical information to a third party. However, in any legal action related to an employee, (e.g. lawsuit, grievance, or administrative proceeding) resulting from a positive drug or alcohol test, or a refusal to test (including, but not limited to, adulterated or substituted test results), the transit provider may release employee test information without the employee's consent. These proceedings also include a criminal or civil action resulting from an employee's performance of safety-sensitive duties. Release of this information to the court system, once criminal or civil charges have been made, is allowed. The transit provider must immediately notify the employee in writing of any release of information authorized by 49 CFR Part 40 or Part 655. Blanket releases of information are not allowed under any circumstances. Third party administrators and service agents must follow the same confidentiality regulations with respect to the use, release of information, and records retention requirements applicable to employers.

Record Retention

Drug & Alcohol records are exempt from the generic contract record retention requirements and maintained through their own separate schedule. Each record must be kept for a specified minimum period of time as measured from the date of the creation of the record. The transit provider must maintain this information in a secure location with controlled access. The information below serves as a list of the records to be saved and the retention schedule:

Five (5) Years

- Records of covered employee alcohol test results indicating an alcohol concentration of 0.02 or greater; and
- Records of covered employee verified positive drug test results; and
- Documentation of refusal to take required alcohol and/or drug test(s) (including substituted or adulterated drug test results); and
- Covered employee(s) referral(s) to the SAP, and SAP reports; and
- All follow-up tests and schedules for such; and
- Copies of annual drug and alcohol Management Information System (MIS) reports submitted to the City/State.

Three (3) Years

- Records of information obtained from previous employers via background checks under 49 CFR Part 40.25 concerning drug and alcohol test results of employees; and
- Records related to the collection process; and
- Records related employee training. (The City recommends employee training records be maintained for the duration of employment of the employee.)

One (1) Year

- Records of negative and cancelled drug or alcohol test results, or alcohol test results with a concentration of less than 0.02.

Management Information System (MIS) Reporting

The transit provider shall annually prepare and maintain a summary of the results of its anti-drug and alcohol misuse testing programs performed under 49 CFR Part 655 during the previous calendar year. Drug Testing Management Information System (MIS) Data Collection Forms and Alcohol Testing Management Information System (MIS) Data Collection Forms are required to be completed for drug and alcohol testing data concerning all employees covered under FTA rules. These reports are required to be submitted by small urban and regional transit systems, and their contractors, to FTA by March 15 of each calendar year, covering the preceding calendar year’s activities.

Drug and Alcohol Regulations Updates

FTA's Office of Safety and Security provides drug and alcohol regulation updates free of charge. To receive notices of the latest newsletter postings visit the FTA Drug and Alcohol Regulation Updates.

Website: <https://transit-safety.fta.dot.gov/DrugAndAlcohol/Newsletters/Topics.aspx>

Drug Free Workplace

The transit provider agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, by making an ongoing, good faith effort to maintain a drug-free workplace in meeting the requirements of the Act.

A transit provider who fails to comply with these requirements is subject to certain penalties.

The transit provider is responsible for creating their own Drug Free Workplace Policy/Plan, which shall be in accordance with 24 CFR Part 21 and approved by the City of Grand Island. The City maintains a separate Drug Free Workplace Policy/Plan.

Safety Management System (SMS)

In 2018, FTA issued the Public Transportation Agency Safety Plan (PTASP) Final Rule requiring operators of urban public transportation systems that receive federal funds to develop safety plans that include the processes and procedures to

implement Safety Management Systems. The rule applies to all operators of public transportation systems that are recipients and sub-recipients of federal financial assistance under the Urbanized Area Formula Program (Section 5307).

In December 2020, the City of Grand Island Transit Division's Agency Safety Plan was enacted. This plan includes multiple directives for gathering data related to Safety & Security, making program changes, and system review requirements. The Agency Safety Plan is updated annually, while various other milestones in the plan require regular monitoring. Enacting the Agency Safety Plan through ongoing program management called Safety Management System (SMS) is detailed in the Agency Safety Plan; schedules, committee requirements, and reviews should be followed on an ongoing basis.

The transit provider is responsible for participating in SMS reviews and implementing policy and procedure changes that come out of said reviews. In addition to this, the Agency Safety Plan ties SMS requirements directly to transit provider job titles. The Agency Safety Plan is a criteria in the Annual Onsite Monitoring. The transit provider plays an imperative role in identifying safety issues, gathering safety data, and implementing changes.

Conflict of Interest

A Conflict of Interest is a real or seeming incompatibility between a person's private interests and their public or fiduciary duties. For the purposes of transit service, the rule is that no persons who are a (n):

- Employee,
- Agent,
- Consultant,
- Officer,
- Elected official, and/or
- Appointed official

Of the:

- City of Grand Island
- Transit provider

Who:

- Exercises or has exercised any functions or responsibilities with respect to transit activities, and/or
- Are in a position to participate in a decision making process or gain inside information with regard to such activities,

Shall not:

- Obtain a financial interest or benefit from a FTA-assisted activity,
- Have a financial interest in any agreement, sub-agreement with respect to a FTA-assisted activity, or with respect to the proceeds of the FTA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

Political Activities

Transit provider shall not use FTA funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as sponsoring candidate forums, distributing brochures, voter transportation, or voter registration.

However, a facility originally assisted with FTA funds may be used on an incidental basis to hold meetings, candidate forums, or voter registration, provided that all parties and organizations have access to the facility on an equal basis and are assessed equal rent or use charges, if any.

Sample No-Show Policy

The transit provider is required to maintain a no-show policy in accordance with the Transit Division's specifications. The transit provider can create their own (to be approved by the Transit Division), or choose to adopt the Transit Division approved policy.

The Transit Division approved No-Show policy is as follows:

In any calendar month, any customer who has booked ten (10) trips or more and has "no-showed" or "late cancelled" at least 10% of those trips will receive a suspension notice. (A trip cancelled in accordance with our policy, i.e. more than two (2) hours before the start of the pick-up window, will not be counted in the total number of trips booked, nor will it receive penalty points.) Additionally, to ensure that only habitual offenders are suspended, a customer will have to accumulate three (3) or more penalty points to receive a suspension. A customer will be subject to suspension only if both the minimum number of trips booked and the minimum number of penalty points are reached during the calendar month.

A "No-Show" occurs when a customer does not board the vehicle within five (5) minutes of the vehicle's on-time arrival. If driver arrives outside of the designated pick-up window, the no-show policy does not apply. Each No-Show is counted as one (1) penalty point.

A "Late Cancellation" occurs when a customer cancels a trip less than two (2) hours before the scheduled pick-up window. Each late cancellation is counted as one-half (1/2) a penalty point.

All suspension periods will begin on a Monday. The length of a customer's suspension will adhere to the following schedule:

- Upon a first violation in the calendar year, a customer receives a warning letter.
- Second violation:
 - 7-day (1 calendar week) suspension
- Third violation:
 - 14-day (2 calendar week) suspension
- Fourth violation:
 - 21-day (3 calendar week) suspension
- Fifth and subsequent violations:
 - 28-day (4 calendar week) suspension

Communication Policy

Communication Policy Statement: The purpose of a Communication Policy is to establish a means by which all transit provider employees can formally or informally submit suggestions to the City for improvements or voice areas of concern related to the transit program. All transit related communication must be first submitted to the City's Transit Program Manager, or Public Works Director, if pertaining to the Transit Program Manager.

Definitions:

Informal Communication: a suggestion, comment or concern to be openly reviewed for discussion of ideas and implementation. Informal communications are not considered confidential.

Formal Communication: a suggestion, comment or concern requiring review by the Transit Program Manager only as described by subject matter. Formal communications are to be kept confidential at all times.

Informal Communications

- Informal communications can take place in various forms throughout the transit office. This includes, but is not limited to service suggestions made in person and in conversation by transit provider employees to the Transit Program Manager. The Transit Program Manager will not track or document said communications unless such reveals procedural issues or hold potential for disciplinary action. The Transit Program Manager will notify the transit provider's Executive Director if an informal communication has been or will be documented.

Formal Communications

- All formal communications shall be kept confidential at all times.
- The following items may be submitted, in writing, directly to the Transit Program Manager:
 - Grievances
 - Reports of illegal activity
 - Unresolvable disputes
 - Questions regarding personnel responsibility/performance
- All submissions will be reviewed by the Transit Program Manager and forwarded to appropriate City department personnel as required by the subject matter.
- Any grievances which involve the Transit Program Manager shall be submitted directly to the Public Works Director for the City of Grand Island. No employee of the transit provider, seeking to discuss any of the informal or formal communications outlined previously, will contact any City employee or elected official outside of the line of communication outlined in this policy.

All transit provider employees responsible for the supervision, management or direction of subordinate employees will be responsible for ensuring that all employees are informed on the methods used to communicate suggestions, comments or concerns.

TRANSIT OFFICE SPACE USER AGREEMENT

This User Agreement is entered into this _____ day of _____, by and between, the City of Grand Island, hereinafter referred to as, CITY, and _____, hereinafter referred to as the TRANSIT PROVIDER.

In consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. Office Space User Agreement. The CITY hereby provides to the TRANSIT PROVIDER the following described office space with all accessories incorporated there or affixed thereto:

1016 Diers Avenue, Suite 119, Grand Island, Nebraska 68803

2. TERM. The term of this User Agreement shall commence DATE and end September 30, 2026, subject however, to any prior termination as hereinafter provided.

3. RENT. The TRANSIT PROVIDER agrees to pay Three Thousand Three Hundred and Thirty Three Dollars and Thirty Four Cents (\$3,333.34) per month for the use of the office space, the said rental amount being due upon effective date of this User Agreement. Rent is payable at the office of Mid-Country Trading, LLC via mail at PO Box 139, Grand Island, Nebraska, 68802-0139

4. MAINTENANCE AND REPAIRS. The TRANSIT PROVIDER shall pay for and furnish all maintenance and repairs to keep office spaces in good working order and condition. At the expiration or termination of this Lease, the premises will be returned to the CITY in good condition, reasonable wear and tear excepted.

5. REGISTRATION, LICENSE, TAXES, INSPECTION, FEES, EXPENSES. The TRANSIT PROVIDER shall pay all expenses incurred in the use and operation of the Office Space, including but not limited to, insurance, cleaning, maintenance, fines, inspections, assessments, sales or use taxes, if any, and all other taxes as may be imposed by law from time to time arising from TRANSIT PROVIDER'S use and operation of the Office Space. The CITY will reimburse the TRANSIT PROVIDER in accordance with the Transit Provider Agreement, dated DATE.

6. USE AND OPERATION. The TRANSIT PROVIDER acknowledges receipt of the Office Space, and that the same is in condition satisfactory to TRANSIT PROVIDER'S purposes. The Office Space shall not be altered, marked or additional equipment installed without the prior written consent of the CITY in which case the TRANSIT PROVIDER will bear the expense thereof as well as the restoration expenses. The TRANSIT PROVIDER shall keep the Office Space free of all taxes, liens, and encumbrances. The TRANSIT PROVIDER shall not use or permit the use of Office Space in violation of any City, County, State or Federal laws, ordinances, rules or regulations, or contrary to the provisions of the insurance policy coverage. The TRANSIT PROVIDER, by acceptance of this User Agreement, agrees to abide by the terms hereof and to indemnify the CITY for any losses occurring as a result of such use in violation of said terms, laws, rules and ordinances.

7. INDEMNIFICATION AND INSURANCE. The TRANSIT PROVIDER agrees and will protect, indemnify and hold harmless the CITY and its assignees and agents from and against any and all losses, damages, injuries, claims, demands and expenses occasioned by, or arising out of, the condition, maintenance, use or operation of the Office Space including any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon, or due directly or indirectly to this Lease, or the condition, maintenance, use or operation of the Office Space by the TRANSIT PROVIDER or any person claiming through or under the TRANSIT PROVIDER.

TRANSIT PROVIDER shall, keep in full force and effect a policy of public liability and property damage insurance with respect to the Demised Premises and the business operated by Lessee and any subtenants or assignees. The coverage limits of the policy shall not be less than \$1,000,000 combined single limit per occurrence. The policy shall name the CITY and its mortgagee as additional insureds. The policy shall provide that the insurer shall not cancel or change the insurance without giving the thirty (30) days prior written notice. A copy of the policy or a certificate of insurance shall be delivered to the CITY.

The TRANSIT PROVIDER agrees that it shall at all times and at its own expense pay for any deductibles. Insurance Deductibles will not be reimbursed by the City of Grand Island.

The TRANSIT PROVIDER shall provide and pay for any other insurance or bond that may be required by any governmental authority as a condition to, or in connection with, the TRANSIT PROVIDER'S use of the Office Space.

In the event the Office Space is involved in a crime incident, damaged, or destroyed by fire, the TRANSIT PROVIDER shall promptly notify CITY, in writing, within twenty-four (24) hours and will also comply with all terms and condition entered in the insurance policies. The TRANSIT PROVIDER agrees to cooperate with the CITY, and the insurance companies in defending against any claims or actions resulting from the TRANSIT PROVIDER'S operation or use of the Office Space.

The Office Space shall not be used by any person or entity, in any manner or for any purpose that would cause any insurance herein specified to be suspended, canceled, or rendered inapplicable.

8. DAMAGE TO OFFICE SPACE. Should the Office Space or any part thereof be so damaged as to preclude usage for the purpose intended and should the TRANSIT PROVIDER be indemnified therefor pursuant to any insurance coverage required pursuant to paragraph 7 hereof in an amount not less than the full amount of the insurance coverage provided by a City approved insurance agency, this User Agreement shall terminate. However, should the TRANSIT PROVIDER be indemnified in an amount less than the full amount of the insurance coverage provided by the CITY, the TRANSIT PROVIDER will repair or replace the Office Space or the damaged part thereof and the proceeds of the insurance recovery shall be applied to such repair or replacement. Should the office space or any part thereof be damaged by any cause for which the TRANSIT PROVIDER makes no insurance recovery and should the Office Space or the damaged part thereof be capable of repairs, this User Agreement shall terminate and the TRANSIT PROVIDER shall immediately pay the CITY the reasonable value of the repairs to the property damaged, regardless of rentals paid or accrued.

9. TITLE. The TRANSIT PROVIDER acknowledges that this is an agreement to use the Office Space only and that the TRANSIT PROVIDER does not in any way acquire leasing or decision rights to the Office Space, under this agreement. Without the prior written consent of the CITY, the TRANSIT PROVIDER agrees not to do any act to encumber, convert, pledge, sell, assign, re-hire, lease, lend, conceal, abandon, give up possession of, or modify the Office Space.

10. WARRANTIES AND WAIVER. The TRANSIT PROVIDER uses the Office Space herein described in "as is" condition and agrees that the CITY had not made, and does not hereby make any representation, warranty or covenant expressed or implied with respect to the condition, quality, durability, capability, or suitability of the Office Space or against any patent or latent defects therein. The TRANSIT PROVIDER agrees that the CITY shall not be liable to the TRANSIT PROVIDER for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Office Space or the inadequacy thereof for any purpose, or for any deficiency or defect therein, or for the use or maintenance thereof, or for any repairs, servicing, adjustments, or expenses thereto or for any loss of business or for any damage whatsoever and howsoever caused.

11. ASSIGNMENT. Without the prior written consent of the CITY or any assignee of the CITY, the TRANSIT PROVIDER agrees not to sublet, mortgage, pledge, sell, assign or otherwise transfer or dispose of this User Agreement. The TRANSIT PROVIDER acknowledges and understands that the CITY may assign this User Agreement and that such assignee shall be entitled to all of the benefits of this User Agreement in the place of the TRANSIT PROVIDER. In connection therewith, the TRANSIT PROVIDER agrees this User Agreement and Office Space used there under will be subjected to any rights and interest in and to said Office space under any contract the CITY has with another regarding title or interests in title; to accept the directions, demands or consents of such assignee in place of those of the CITY; to surrender Office Space only to such assignee; to pay all rent hereunder as directed by such assignee.

12. DEFAULT. In any of the following default events:

1) Failure to pay any rent or sum herein provided when the same are due and payable and such default continues for a period of thirty (30) days after receipt of notice thereof of TRANSIT PROVIDER;

2) Failure to comply with any terms or conditions hereof;

3) A proceeding in insolvency or receivership by or against the TRANSIT PROVIDER or its property, or in the event lessee suspends business, makes an assignment for the benefit of creditors, or if an attachment be levied or tax lien filed against the Office Space, or

4) The CITY may, at its option and without prejudice to any other rights it may have:

a) Take possession of and/or occupy Office Space and for the purpose thereof may enter the premises on which Office Space is located and remove TRANSIT PROVIDER without court order or other process of law. Damages occasioned by such taking being expressly waived by the TRANSIT PROVIDER;

b) May (but need not) use Office Space or any portion thereof for such period, and to such persons or entities as the CITY shall elect and shall not affect in payment of the rent and other obligations due from TRANSIT PROVIDER to the MID-COUNTRY TRADING, LLC hereunder by acceleration or otherwise;

c) May (but need not) relocate Office Space or any part thereof without demand or notice of intention;

d) May deduct all costs and expenses in connection with such retaking, including insurance, repairs, storage, renting or sale of Office Space from the proceeds derived from such renting or sale;

e) Terminate TRANSIT PROVIDER'S rights hereunder as to Office Space;

f) Accelerate rent for the lease term as provided in paragraph 2 and 3 hereof and recover the same and all other damages as herein or by law provided by legal proceedings.

No right or remedy conferred upon or reserved to the CITY by this User Agreement shall be exclusive of any other right or remedy herein or by law provided; all rights and remedies conferred upon the CITY by this User Agreement or by law shall be cumulative and in addition to every other right and remedy to.

13. CONSTRUCTION. This User Agreement shall be construed and determined in accordance with the laws of the State of Nebraska. Any provision herein prohibited by law shall be ineffective to the extent of

such prohibition without invalidating the remaining provisions of the User Agreement. Words and phrases herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neutral gender according to the context.

14. TIME IS OF THE ESSENCE. Time is of the essence of this Lease. However, the CITY's failure at any time to require strict performance by the TRANSIT PROVIDER of any provisions herein shall not waive or diminish CITY's right to thereafter demand strict compliance therewith or with other provisions of this User Agreement and written waiver by the CITY of any default hereunder shall not constitute a waiver of any other default.

15. ENTIRE AGREEMENT. This User Agreement contains the whole agreement of the parties. None of the covenants, provisions, terms or conditions of this User Agreement shall be in any manner modified, waived, abandoned or amended except by a written instrument duly signed by the parties or their assignee and delivered to the CITY and the TRANSIT PROVIDER or their assignee.

16. BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto except as may be modified in paragraph 11 or 17 hereof.

17. NOTICE. Notices as provided for in this User Agreement shall be given to the respective parties or their assignees at their respective addresses designated herein unless there is notification of the parties to the other, in writing, of a different address. Such notice shall be deemed to be given and received when deposited in the United States mail, postage prepaid, addressed as herein designated.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

City of Grand Island, Nebraska

Date _____ By _____
Roger G. Steele, Mayor, City of Grand Island

Attest:

RaNae Edwards, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stacy R. Nonhof, Assistant City Attorney

Transit Provider: **DEFINE**

Date _____ By _____
DEFINE, Executive Director

Date _____ By _____
DEFINE, Board President