

MISSOULA URBAN TRANSPORTATION DISTRICT
BOARD OF DIRECTORS MEETING FEBRUARY 22, 2018 / 12:00 PM
MUTD CONFERENCE ROOM, 1221 SHAKESPEARE STREET

AGENDA

- 1.0 Call to Order & Roll Call (12:00)
- 2.0 Changes or Additions to the Agenda
- 3.0 Public Comment on items not on the Agenda
- 4.0 Discussion Items / Reports / Comments:
 - 4.1 General Manager's Report (12:05)
- 5.0 Action Items:
 - 5.1 Minutes of January 25, 2018 (12:30)
Recommendation: Approve the minutes of January 25, 2018.
 - 5.2 Financial Statements and Ridership Reports (12:32)
Recommendation: Receive the January 2018 Financial Statements and Ridership Report.
 - 5.3 FFY2019 Community Coordination Plan & MDT Grant Application (Jeff Logan) (12:42)
Recommendation: 1) Conduct a public hearing. 2) Approve the federal fiscal year (FFY) 2019 Community Coordination Plan and MDT Grant Application.
 - 5.4 Procurement Procedures Manual (Vince Caristo) (12:47)
Recommendation: Accept and approve the Procurement Procedures Manual as District policy.
 - 5.5 Computer Aided Dispatch/AVL Software, License, and Hosting Renewal (Corey Aldridge) (12:52)
Recommendation: Approve the license, hosting, and maintenance agreement with Clever Devices in the amount of \$44,271.
 - 5.6 Technical Assistance for Electric Bus Deployment (Vince Caristo) (12:57)
Recommendation: Approve the purchase of technical assistance from the Center for Transportation and the Environment (CTE) to support the deployment of electric buses, not to exceed \$80,000.
 - 5.7 Planning Committee Report (1:02)
Recommendation: No action needed.
 - 5.8 Executive Session for Personnel Matter (1:12)
- 6.0 Adjournment (1:45)



MUTD General Manager Report

To: Board of Directors
From: Corey Aldridge, General Manager
For Board Meeting: February 22, 2018

<i>Attachments</i>

1. None

Transfer Center Retail Space

MUTD hired DC Engineering to create plans for installing a commercial vent hood in retail space. There was a delay in getting permits from the City, so the invitation to bid will be released later than anticipated. The Missoula Police have been notified we will need the space they have been utilizing in a few months. Approval to proceed with the project will come before the Board when bids have been received.

Strategic Plan

Based on input from the Planning Committee, the consultant is working on a recommended action plan, or blueprint, for the future. It should be ready for Board review and feedback very soon.

Facilities Master Plan

As MUTD grows and expands so does the need for additional space for buses, employees, and maintenance. The Planning Committee will be reviewing a rough draft of the Request for Qualifications (RFQ) that will be released when we feel comfortable it includes everything we need to be done. On January 30, I met with Mayor Engen, Jordan Hess (UDash), Chris Anderson (DJ&A), and Peter Walker-Keleher (DJ&A) to look at possible land opportunities. We discussed the amount of land necessary if MUTD were to co-locate with U-Dash. There are a few possibilities on Broadway. The group will continue to put out feelers for any other possibilities.

Electric Bus Procurement

The Federal Transit Administration (FTA) Region 8 office is still waiting for a consensus on allowing agencies to purchase from the purchase list of other states. We did receive approval to purchase from a state purchase list, or directly from the manufacturer, for the buses being purchased with funds from the Low Emission / No Emission federal grant.

If the Board approves the contract with CTE, they will assist MUTD with creating bus specifications tailored for MUTD's needs. There is no immediate urgency for the Board to approve the purchase of buses. Proterra has placed us in the production queue for a May 2019 delivery. MUTD must have Board approval and specs submitted to Proterra roughly six months prior to production.

Bus Stop Master Plan

The Bus Stop Master Plan (BSMP) was adopted in 2015 and the search for outside funding sources began. We continue to apply for federal discretionary grants as they become available. We are coming up with a plan to implement the BSMP in small phases without discretionary grant funding. Don MacArthur discovered the potential opportunity to fund some portions of the BSMP using City impact fee funds. I met with Mayor Engen recently and he is agreeable to MUTD pursuing this as a funding source. Since then, I have spoken with my counterpart, Dale Bickell, at the City. He believes the Montana Code Annotated (MCA) allows MUTD to directly collect impact fees. They have hired a consultant to review their impact fee process. Dale suggested setting up a meeting with the consultant when he is in town to explore the possibility of directly collecting impact fees or using City impact fees for projects such as the BSMP.

Russell Street Construction

The Russell Street project is finally underway. I have requested MDT include MUTD in construction planning and update meetings. In the first couple of meetings we were able to set up a good plan for temporary bus stop relocation when we are affected by the work. Russell Street will remain open for vehicular traffic throughout the construction time period. Milwaukee Trail and pedestrian traffic will be routed around the current Russell Street crossing while the trail underpass is built.

Brooks Street TOD Study

The study being performed by HDR Engineering has been placed on hold while the Midtown Mojo group looks at ways to improve the product HDR will deliver. The end product needs to be transformative, and appealing on a TIGER grant application. What we have seen so far has been a good road reconstruction design, but lacks real vision on the part of HDR. The group met on February 9 to review the work and come to a consensus on how to direct HDR's focus to meet our expectations.

In the past the group talked about Bus Rapid Transit (BRT) meeting this goal, but immediately dismissed it due to lack of right of way and knowing MDT will not allow a vehicular lane to be converted to bus only BRT use. At the last meeting I suggested exploring the possibility of

purchasing 20 feet of right of way that would be separated from Brooks Street and owned by the City so a two-way BRT could be built. The group was very much in favor of taking a closer look at this possibility. More research will need to be done to determine if this concept will work along side Brooks Street.

The Midtown Mojo group was started by MUTD almost three years ago, and continues to get closer to a unified transformative vision that will make Brooks Street permeable, safe, and attractive for all modes of transportation.



**MISSOULA URBAN TRANSPORTATION DISTRICT
BOARD OF JANUARY 25, 2018
MUTD CONFERENCE ROOM, 1221 SHAKESPEARE STREET**

Draft

Members Present

Amy Cilimburg, Chair
Jesse Dodson, Vice-Chair
Marty Blair, Treasurer
Anna-Margaret Goldman, Secretary
Don MacArthur
Andrea Davis
Doug Odegaard

Members Absent

Staff

Corey Aldridge, General Manager
Dorothy Magnusen, Fin. & Admin Mgr
Elizabeth Wehling, CSR
Vince Caristo, Project Mgmt Specialist

Guests

Rod Austin, Missoula Parking Commission Director

Call to Order and Roll Call

Cilimburg called the meeting to order at 12:06 p.m. Roll call was taken.
Introduction and welcome to new Board Member Doug Odegaard.

Changes or Additions to Agenda

None

Public Comment on Items Not on the Agenda

None

General Manager's Report

Aldridge discussed the plans for the Retail Space at the Downtown Transfer Center. Solar Plexus, LLC, will meet with staff to look at moving solar panels on the roof which inhibit the installation of a new commercial vent hood, required by Ninja Mikes.

The Planning Committee met on January 24 to review updates with Jarrett Walker & Associates. This will be covered during the Planning Committee report on the agenda.

As MUTD expands, so do the needs of the company, specifically space. Staff is working on a Request for Qualifications that will be advertised in early 2018. Mayor Engen has willingly agreed to assist MUTD in looking for potential land opportunities.

MUTD is still waiting for approval from FTA to purchase electric buses off of the Washington State purchase list. Additional federal funding sources have made it possible for MUTD to pursue the purchase of one more electric bus, bringing the total addition to MUTD's fleet to three electric buses.

The Board vacancy has been filled by Doug Odegaard. MUTD is very happy to welcome Doug to the Board. Aldridge has also been meeting with new members of City Council to familiarize them with Mountain Line and how the service benefits the city.

Aldridge has been added to the Housing Steering Committee by Mayor Engen to give input on affordable housing in and around Missoula's correlation to reliable transportation. This will give Mountain Line the opportunity to weigh in on options that can easily be supported by bus service.

Operations is at a point where it is in need of more Supervisor to support the growth of MUTD. The Operations department and Managers are evaluating the necessary Supervisory additions and how to accommodate accordingly for the present and future.

Five new Zero- Fare partners have been added. MUTD is happy to announce MMW Architects, the Independent, Windfall, Missoula Food Bank, and Missoula Federal Credit Union as the new partners.

Minutes of December 14, 2017

MacArthur made a motion to approve the minutes of December 14, 2017, seconded by Blair. The motion carried unanimously.

December 2017 Financial Statements and Ridership Reports

Blair gave the Finance Committee report on the December 2017 Financials and Ridership. Current year change in Net Position after Capital Reserve Contributions is \$214,685. The Revenue is tracking closely to the budget, and Expenses are 2.5% less than budget.

The Fixed Route ridership for December 2017 is 5,506 less than December 2016, a decrease of less than 1%. ADA ridership has increased by 279 as compared to December 2016, and Senior Van ridership has decreased by 295 compared to December 2016. This is primarily caused by the separation of Paratransit and Senior Van Services.

Dodson made a motion to receive the December 2017 Financial Statements and Ridership Reports, seconded by Goldman. The motion carried unanimously.

Petition for Invermere Phase 2A and Phase 3A Subdivisions for Inclusion into the Transportation District

Aldridge explained the requirements for new subdivisions to petition to be annexed into the Transportation District, and the levied mills that are brought in by subdivisions to help fund Mountain Line Services. Invermere Phase 2A and 3A Subdivisions have petitioned for inclusion.

Davis made a motion to approve Resolution 18-01 to expand the boundaries of the Transportation District to include Invermere Phase 2A and Phase 3A Subdivisions, seconded by MacArthur. The motion carried unanimously.

Purchase of ADA Minivan

At the end of December, one of four ADA accessible minivans was totaled in an accident. Being as this van is necessary to maintain daily function for ADA Paratransit service, sole source procurement was used to execute an emergency purchase by the General Manager, based on the District's Procurement Manual.

Dodson made a motion to approve the purchase of one (1) 2017 Dodge Caravan with ADA accessibility conversions from A&M Mobility, LLC of Missoula, for a price of \$45,474, seconded by Odegaard. The motion carried unanimously.

Planning Committee Reports

MacArthur reported on the Planning Committee meeting. No action was needed.

Executive Session for Personnel Matter

The closed session was opened at 1:43 pm and closed at 2:08 pm.

Adjournment

The meeting was adjourned at 2:09 p.m.

Submitted by Elizabeth Wehling



MUTD Board Staff Report

To: Board of Directors
From: Dorothy Magnusen, Finance & Administrative Manager
Date: February 22, 2018

Subject: January 2018 Financial Statements and Ridership Reports

Attachments

1. Financial Statements
2. Ridership Reports

Recommendation: The Board receives the January 2018 Financial Statements and Ridership Reports.

Discussion:

Statement of Net Position

- Capital Reserves of \$1,622,938 is the local match for capital purchases and includes the minimum board reserve requirement of \$250,000. The FY18 annual contribution to capital reserve is \$175,000.
- Operating Reserve of \$2,732,853 is funded from the mill levy for future operations. The FY18 annual contribution to operating reserves is \$1,295,130.
- The net position of \$15,832,202 includes Unrestricted of \$5,178,182, which is available for reserve allocations.

Statement of Revenues, Expenses, and Changes in Net Position

- The January 2018 financial statements show a net change in position before Federal Capital Contributions of \$110,075.
- The Federal Capital Contribution for January 2018 is \$110,491 compared to January 2017 of \$1,447. This activity is based on capital purchases through federal and state grants, and it will fluctuate from year-to-year.
- Total Operating Revenue is 0.71% more than the budget.
- The expenses are 2.02% less than the budget. The following chart is organized by expense categories.

Description	7 Mo Ending January Actual	YTD Budget	Annual Budget	Variance Actual vs YTD Budget
Expenses:				
Compensation	2,787,697	2,847,250	4,881,000	-2.09%
General	299,2398	344,059	589,815	-13.01%
Maintenance	463,914	430,299	737,655	7.81%
Transfer Center	61,736	67,731	116,110	-8.85%
Total Expenses	3,612,644	3,689,338	6,324,580	-2.08%
Admin Only Expenses:				
Travel and Meetings	14,352	19,250	33,000	-25.44%
Professional Services	99,526	94,576	162,130	5.23%
Total Admin Only Expenses	113,879	113,826	195,130	0.05%
Total Expenses	3,726,523	3,803,164	6,519,710	-2.02%

Ridership Report

- The Fixed Route ridership for January 2018 is 132,824 compared to 127,265 in January 2017. The annual ridership for FY2018 is 1,553 less than FY2017. January 2018 is the record high for ridership for the month of January.
- The ADA ridership for January 2018 is 2,453 compared to 1,867 in January 2017. The annual ridership for FY2018 is 2,561 more than FY2017.
- The Senior Van for January 2018 is 368 compared to 763 in January 2017. The annual ridership for FY2018 is 1,864 less than FY2017.

Missoula Urban Transportation District

Financial Statements

January 2018



	A	B	C	D	E
1	Missoula Urban Transportation District				
2	Statements of Net Position				
3	January, Fiscal Years 2018 and 2017				
4					
5					
6			FY 2018		FY 2017
7					
8					
9	ASSETS				
9	Current Assets:				
10	Cash - Missoula County Treasurer		4,755,071		2,825,507
11	Cash - Other		1,699		46,474
12	Capital Reserves <i>(Local Match)</i>		1,622,938		1,057,687
13	Operating Reserves <i>(Voted Mill Levy)</i>		2,732,853		3,507,741
14	Accounts Receivable		1,409,361		1,509,661
15	Accounts Receivable - Property Taxes		329,386		261,557
16	Prepaid Expenses		84,491		79,456
17					
18	Total Current Assets		10,935,797		9,288,083
19					
20	Inventory:				
21	Fuel & Lubricant		14,927		15,338
22	Materials & Supplies		194,564		179,694
23	Tires & Tubes		15,156		16,375
24					
25	Total Inventory		224,647		211,408
26					
27	Capital Assets at Cost:				
28	Buildings		5,853,101		5,840,374
29	Equipment - Fixed Route Transportation		9,444,547		9,414,948
30	Equipment - Paratransit Transportation		861,728		795,569
31	Equipment - Shop		119,676		115,876
32	Furniture & Fixtures		1,127,008		1,041,658
33	Land		80,909		80,909
34	Projects in Process		232,991		6,773
35					
36	Total Capital Assets at Cost		17,719,960		17,296,108
37	Less: Accumulated Depreciation		-11,642,297		-10,887,086
38					
39	Net Capital Assets		6,077,664		6,409,021
40					
41					
42	Total Assets		17,238,108		15,908,512
43					
44					
45					
46	LIABILITIES				
47	Current Liabilities:				
48	Accounts Payable		238,362		207,073
49	Warrants Payable		27,251		16,522
50	Accrued Salaries & Wages		102,725		70,514
51	Deferred Revenue		646,311		127,875
52					
53	Current Liabilities		1,014,648		421,983
54					
55	Noncurrent Liabilities:				
56	Post Employment Benefit		115,198		98,469
57	Vacation & Sick Leave		276,060		274,908
58					
59	Total Noncurrent Liabilities		391,258		373,377
60					
61					
62	Total Liabilities		1,405,906		795,360
63					
64					
65	NET POSITION				
66	Net Position:				
67	Invest in Capital Assets		6,077,664		6,409,021
68	Capital Reserves <i>(Local Match)</i>		1,622,938		1,057,687
69	Operating Reserves <i>(Voted Mill Levy)</i>		2,732,853		3,507,741
70	Unrestricted		5,178,182		3,840,631
71	Net Position Current Year		220,566		298,073
72					
73	Total Net Position		15,832,202		15,113,152
74					
75					
76	Total Liabilities & Net Position		17,238,108		15,908,512
77					

Missoula Urban Transportation District
Statement of Revenues, Expenses and Changes in Net Position
For the Years Ended June 30, 2018 and 2017
Summary

	7 Mo Ending Jan 2018 Actual	YTD Budget	Annual Budget	Variance Actual vs YTD Budget	7 Mo Ending Jan 2017 Actual	YTD Budget	Annual Budget	Variance Actual vs YTD Budget
Operating Revenues:								
Property Taxes	3,166,400	3,171,531	5,436,910	-0.16%	2,828,473	2,828,473	4,848,810	0.00%
Federal/State Operating Assistance	1,308,740	1,302,388	2,232,665	0.49%	1,336,492	1,325,319	2,271,975	0.84%
Other Revenues	251,116	218,905	375,265	14.71%	236,021	155,692	266,900	51.60%
Total Operating Revenues	4,726,256	4,692,823	8,044,840	0.71%	4,400,987	4,309,483	7,387,685	2.12%
Operating Expenses:								
Operations	2,420,366	2,512,151	4,306,545	-3.65%	2,187,673	2,353,759	4,035,015	-7.06%
Maintenance	496,023	492,578	844,420	0.70%	428,217	464,409	796,130	-7.79%
General and Administrative	810,134	798,435	1,368,745	1.47%	708,963	739,150	1,267,115	-4.08%
Total Operating Expenses	3,726,523	3,803,164	6,519,710	-2.02%	3,324,853	3,557,318	6,098,260	-6.53%
Operating Gain/(Loss)	999,734	889,659	1,525,130	12.37%	1,076,134	752,165	1,289,425	43.07%
Special Projects:								
Transfer Center Remodel	32,083	32,083	55,000	0.00%	32,083	32,083	55,000	0.00%
Total Special Projects	32,083	32,083	55,000	0.00%	32,083	32,083	55,000	0.00%
Gain/(Loss) After Special Projects	967,651	857,576	1,470,130	12.84%	1,044,051	720,081	1,234,425	44.99%
Less Reserve Contributions:								
Additions to Capital	-102,083	-102,083	-175,000	NA	-102,083	-102,083	-175,000	NA
Additions to Operating Reserves	-755,493	-755,493	-1,295,130	NA	-617,995	-617,998	-1,059,425	NA
Total Reserve Contributions	-857,576	-857,576	-1,470,130	NA	-720,078	-720,081	-1,234,425	NA
Gain/(Loss) After Reserve Contributions	110,075	0	0	NA	323,973	0	0	NA
Plus Additional Funding Sources:								
Federal Capital Contributions	110,491	0	0	NA	1,447	0	0	NA
Total Additional Funding Sources	110,491	0	0	NA	1,447	0	0	NA
Change in Net Position	220,566	0	0	NA	325,420	0	0	NA

Missoula Urban Transportation District

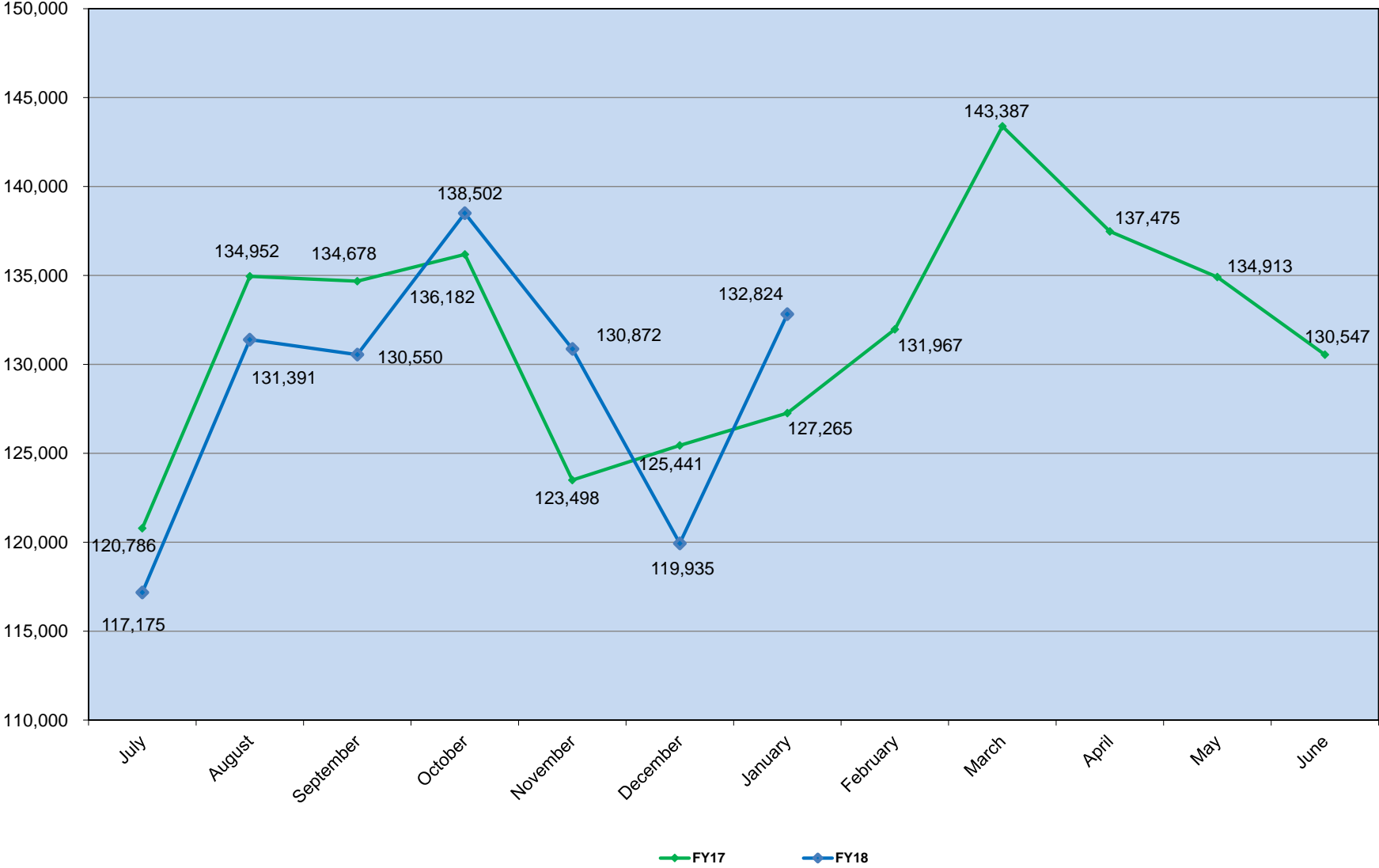
Ridership Reports

January 2018



	A	B	E	H	K	N	O	T	U	V	AL	AM	AN
1	Missoula Urban Transportation District												
2	FY2018 Fixed Route Statistics												
3													
4		July	Aug	Sept	Oct	Nov	Dec	Jan	Jan	Increase	YTD	YTD	
5		2017	2017	2017	2017	2017	2017	2018	2017	(Decrease)	Total	Total	Increase
6											FY18	FY17	(Decrease)
7	Passenger Information												
8	Weekday	108,280	124,223	121,040	131,538	125,769	111,500	125,664	119,879	5,785	848,014	846,910	1,104
9	Saturday	8,895	7,168	9,510	6,964	5,103	8,435	7,160	7,386	(226)	53,235	55,892	(2,657)
10	Passengers	117,175	131,391	130,550	138,502	130,872	119,935	132,824	127,265	5,559	901,249	902,802	(1,553)
11													
12	Average Weekday Ridership	5,414	5,401	6,052	5,979	5,989	5,575	5,984	5,994	(10)	5,769	5,801	(32)
13	Average Saturday Ridership	1,779	1,792	1,902	1,741	1,701	1,687	1,790	1,847	(57)	1,775	1,803	(28)
14													
15	Service Information												
16													
17	Weekdays	20	23	20	22	21	20	21	20	1	147	146	1
18	Saturdays	5	4	5	4	3	5	4	4	0	30	31	(1)
19	UM Days	19	1	20	22	18	14	21	20	1	115	123	(8)
20													
24	Weekday Revenue Hours	3,700	4,278	3,740	4,114	3,927	3,780	3,843	4,215	(372)	27,384	30,771	(3,387)
25	Saturday Revenue Hours	275	220	275	216	162	280	220	246	(26)	1,646	1,951	(305)
26	Revenue Hours	3,975	4,498	4,015	4,330	4,089	4,060	4,063	4,461	(398)	29,030	32,722	(3,692)
27													
35	Revenue Miles	55,743	63,007	55,767	60,124	56,609	55,444	55,254	56,378	(1,124)	401,912	413,428	(11,516)
36													
37	Vehicle Miles	62,310	69,309	60,348	66,779	63,090	60,876	64,089	56,928	7,161	446,801	439,709	7,092
38													
39	Revenue Miles per Revenue Hour	14.02	14.01	13.89	13.89	13.84	13.66	13.60	12.64	0.96	13.84	12.63	1.21
40													
41	Passengers per Mile	2.10	2.09	2.34	2.30	2.31	2.16	2.40	2.26	0.14	2.24	2.18	0.06
42	Passengers per Hour	29.48	29.21	32.52	31.99	32.01	29.54	32.69	28.53	4.16	31.05	27.59	3.46
46													
47	Financial Information												
53													
54	Operating Expense per Revenue Mile	\$ 10.86	\$ 9.22	\$ 9.91	\$ 9.88	\$ 10.30	\$ 10.90	\$ 10.75	\$ 9.07	\$ 1.68	\$ 10.23	\$ 8.85	\$ 1.38
55	Operating Expense per Revenue Hour	\$ 152.23	\$ 129.13	\$ 137.62	\$ 137.19	\$ 142.56	\$ 148.80	\$ 146.15	\$ 114.63	\$ 31.52	\$ 141.70	\$ 111.82	\$ 29.88
56	Operating Expense per Passenger Trip	\$ 5.16	\$ 4.42	\$ 4.23	\$ 4.29	\$ 4.45	\$ 5.04	\$ 4.47	\$ 4.02	\$ 0.45	\$ 4.56	\$ 4.05	\$ 0.51
57													

**Missoula Urban Transportation District
FY2018 & FY2017 Fixed Route Ridership**



Missoula Urban Transportation District
Fixed Route Monthly Ridership History 1978 - 2018
(APC Data Beginning FY2016)

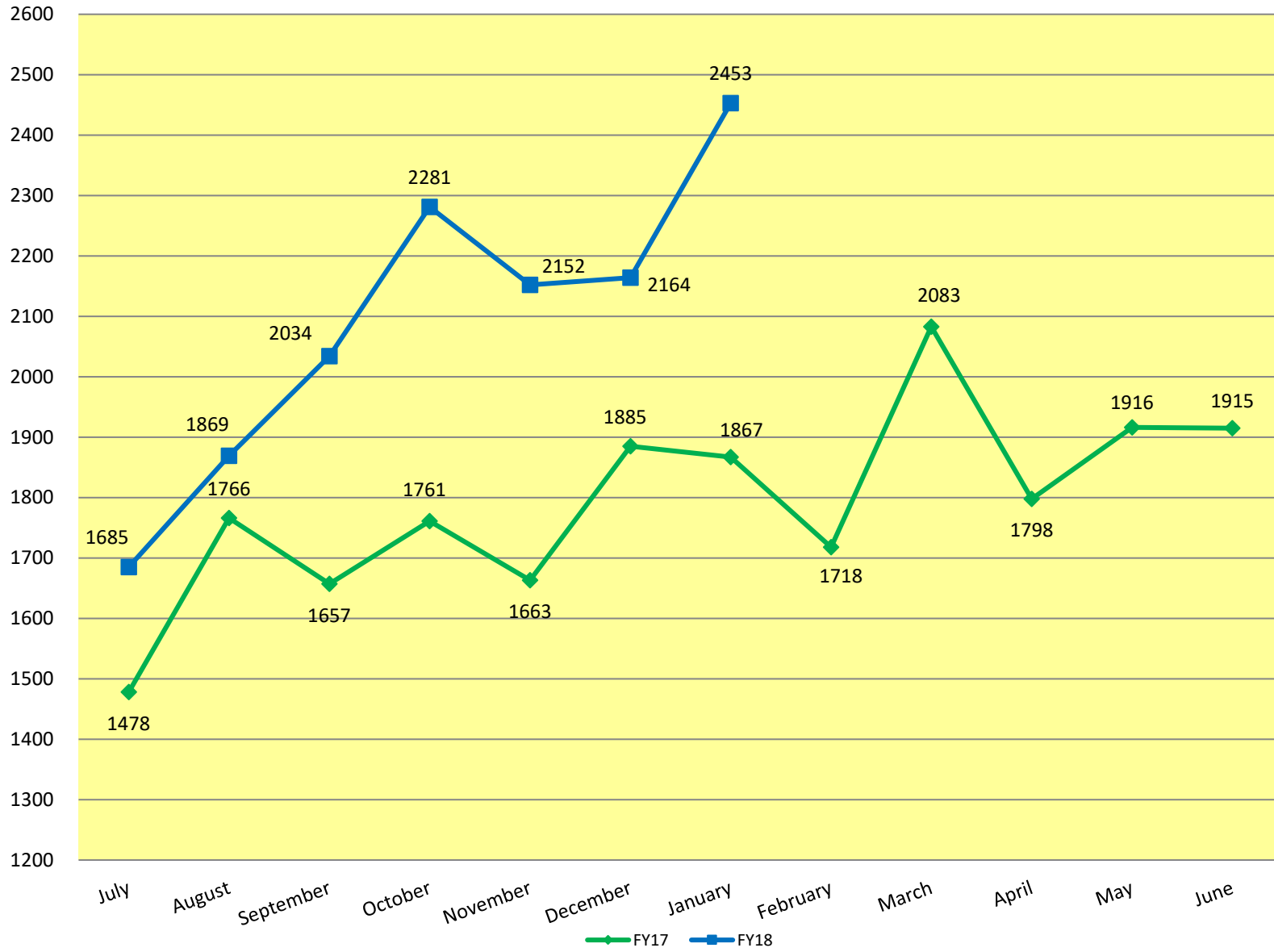
Fiscal Year	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total	% Change
1978						6,072	13,366	10,491	11,382	8,881	18,218	30,183	98,593	
1979	20,610	26,005	23,790	29,434	40,037	44,347	58,609	52,080	46,703	43,969	43,461	36,338	465,383	
1980	34,710	38,657	36,178	51,724	58,365	62,038	83,266	72,460	57,066	57,077	41,082	39,553	632,176	35.84%
1981	35,251	31,934	42,973	54,900	50,580	57,588	67,309	66,827	65,834	63,393	52,725	47,841	637,155	0.79%
1982	38,388	35,523	40,464	50,898	49,781	63,026	75,230	73,734	70,361	56,208	48,523	41,120	643,256	0.96%
1983	33,761	33,774	38,845	50,686	54,388	60,818	65,174	56,552	55,296	50,097	46,641	43,787	589,819	-8.31%
1984	38,040	41,430	47,462	52,016	53,859	66,575	82,799	60,367	56,658	51,627	49,201	36,958	636,992	8.00%
1985	32,285	34,272	39,132	52,809	50,447	49,552	62,738	55,560	47,873	46,977	42,388	29,840	543,873	-14.62%
1986	28,215	32,730	33,908	47,400	45,673	51,208	58,803	49,661	42,981	42,007	40,778	33,428	506,792	-6.82%
1987	34,660	35,711	37,490	51,060	50,341	55,039	62,791	56,898	52,856	47,536	42,054	37,319	563,755	11.24%
1988	33,883	36,300	34,822	43,367	45,849	49,840	64,461	52,782	51,956	46,668	42,908	36,977	539,813	-4.25%
1989	32,043	36,980	37,807	41,646	45,137	46,140	59,008	49,625	53,553	45,864	43,084	37,321	528,208	-2.15%
1990	32,039	34,784	37,382	44,943	46,449	46,799	55,143	46,713	46,835	41,576	45,595	34,190	512,448	-2.98%
1991	30,251	32,662	38,456	54,658	56,448	46,626	74,539	60,047	53,968	52,426	48,160	35,278	583,519	13.87%
1992	32,282	36,503	33,657	54,032	59,496	52,808	64,245	57,002	52,300	52,154	46,977	35,712	577,168	-1.09%
1993	30,399	27,529	38,189	40,659	39,880	43,394	43,890	48,467	48,170	53,365	33,226	30,606	477,774	-17.22%
1994	28,277	43,652	41,008	40,230	44,153	43,094	40,839	43,551	47,626	47,116	44,299	35,472	499,317	4.51%
1995	33,952	42,380	45,479	46,369	50,902	49,304	51,452	49,725	54,992	46,197	42,446	36,099	549,297	10.01%
1996	31,821	35,293	45,430	46,894	48,873	49,850	48,065	63,983	60,544	47,728	46,603	33,077	558,161	1.61%
1997	34,148	33,968	46,780	53,983	51,438	58,998	54,180	61,778	59,652	60,573	49,746	50,029	615,273	10.23%
1998	51,524	47,026	52,554	59,432	50,548	58,943	53,197	58,920	57,842	60,762	49,176	51,565	651,489	5.89%
1999	55,658	49,811	58,525	61,466	52,169	56,300	51,104	60,077	64,575	63,749	51,841	53,118	678,393	4.13%
2000	52,016	53,775	60,950	61,706	56,148	58,399	53,905	65,112	63,498	59,932	56,832	51,076	693,349	2.20%
2001	48,627	55,562	58,403	63,618	58,389	58,010	55,638	64,809	64,385	61,509	58,987	52,198	700,135	0.98%
2002	49,181	53,808	55,756	68,788	61,550	59,033	58,832	64,204	64,005	67,951	59,530	47,369	710,007	1.41%
2003	48,105	48,363	50,954	63,041	53,809	54,759	54,174	61,246	61,892	62,189	55,107	47,582	661,221	-6.87%
2004	49,853	47,413	56,757	61,539	54,138	58,440	56,833	61,990	66,692	61,051	51,380	52,195	678,281	2.58%
2005	50,683	50,568	54,578	56,485	52,355	50,600	50,369	53,254	59,201	60,877	52,125	53,368	644,463	-4.99%
2006	47,384	53,325	59,643	60,294	58,512	57,147	57,526	61,658	66,412	61,313	55,963	56,052	695,229	7.88%
2007	50,603	60,905	62,089	66,894	64,744	57,293	64,747	61,844	64,453	63,613	61,205	56,853	735,243	5.76%
2008	56,130	64,638	56,645	68,167	63,394	58,729	71,600	74,959	69,203	77,519	65,998	68,234	795,216	8.16%
2009	73,854	73,502	72,918	76,187	59,577	62,596	69,040	74,024	72,771	69,494	61,184	63,984	829,131	4.26%
2010	63,155	58,136	66,870	72,825	60,875	66,163	64,829	70,950	72,598	72,920	60,883	61,449	791,653	-4.52%
2011	61,259	64,259	70,153	71,889	67,856	72,845	73,696	80,896	90,857	70,320	70,466	71,105	865,601	9.34%
2012	69,584	77,705	76,591	79,173	78,214	72,366	78,396	86,593	88,538	73,082	73,584	70,643	924,469	6.80%
2013	67,267	71,082	68,326	82,565	71,606	66,206	78,279	80,474	82,970	76,511	74,527	66,236	886,049	-4.16%
2014	69,541	73,403	74,437	82,945	71,337	67,868	75,357	81,465	87,142	78,268	71,355	68,048	901,166	1.71%
2015	75,204	72,738	77,044	85,778	68,844	72,650	96,173	100,122	111,202	111,607	100,686	102,574	1,074,622	19.25%
2016	128,359	118,852	131,482	137,022	116,186	127,789	119,797	135,427	143,765	128,430	128,254	130,910	1,546,273	43.89%
2017	120,786	134,952	134,678	136,182	123,498	125,441	127,265	131,967	143,387	137,475	134,913	130,547	1,581,091	2.25%
2018	117,175	131,391	130,550	138,502	130,872	119,935	132,824						901,249	-0.17%
Average														
'78 - Cur	50,524	53,283	56,729	64,055	60,418	60,601	66,573	65,457	65,800	62,000	56,553	52,406	714,398	

Total Passengers Through Current Month **28,703,102**

= Highest year by month

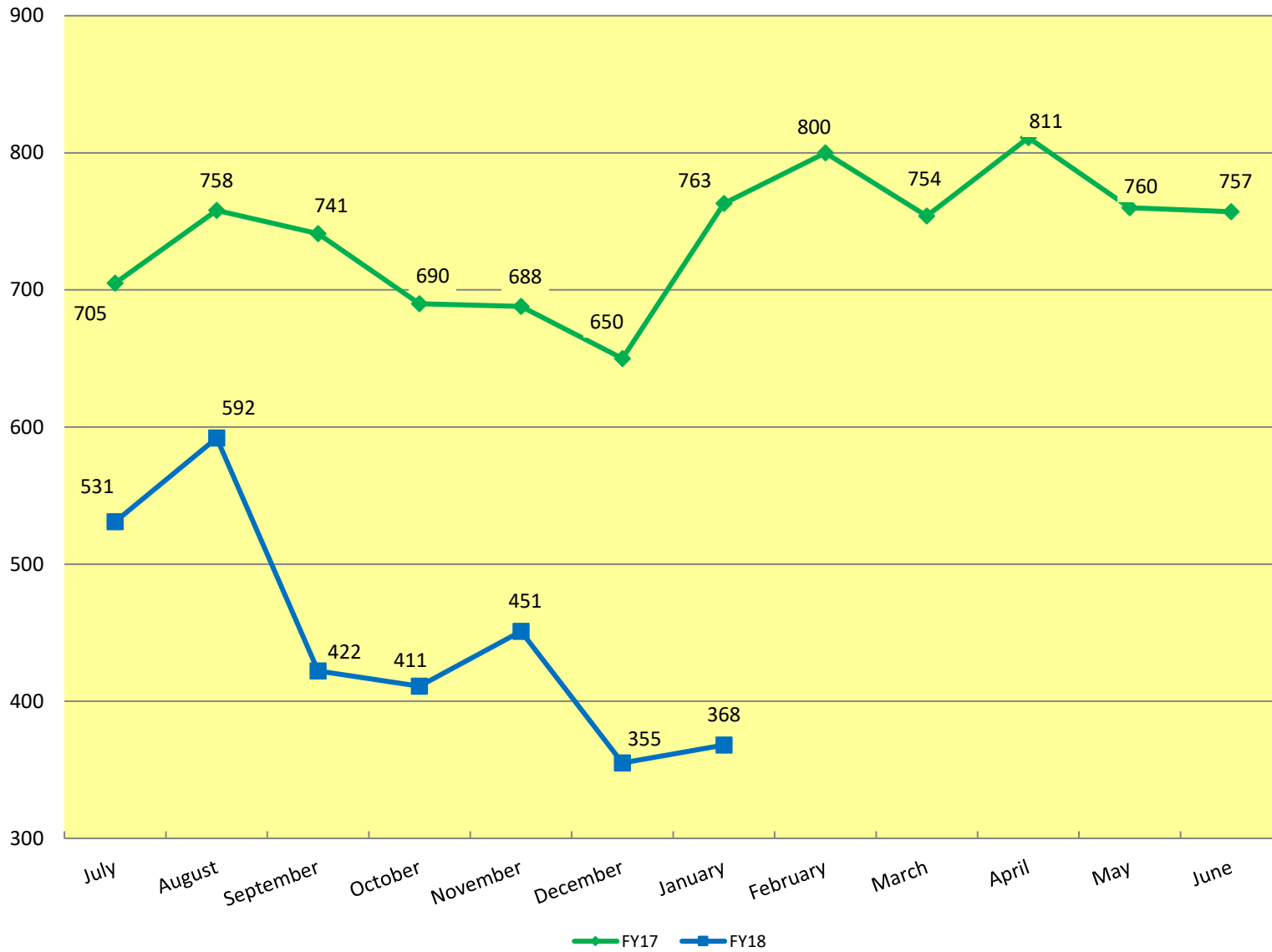
	A	B	E	H	K	N	O	T	U	V	AL	AM	AN
58	Missoula Urban Transportation District												
59	FY2018 ADA Paratransit Statistics												
60													
61		July	Aug	Sept	Oct	Nov	Dec	Jan	Jan	Increase/	YTD	YTD	
62		2017	2017	2017	2017	2017	2017	2018	2017	(Decrease)	Total	Total	Increase/
63											FY18	FY17	(Decrease)
64	Passenger Information												
65	ADA Paratransit Weekday	1,581	1,760	1,900	2,168	2,087	2,025	2,337	1,794	543	13,858	11,528	2,330
66	ADA Paratransit Saturday	104	109	134	113	65	139	116	73	43	780	549	231
67	Total ADA Paratransit Passengers	1,685	1,869	2,034	2,281	2,152	2,164	2,453	1,867	586	14,638	12,077	2,561
68													
69	Average Weekday Passengers	79	77	95	99	99	101	111	90	22	94	79	15
70	Average Saturday Passengers	21	27	27	28	22	28	29	18	11	26	18	8
71													
72	Service Information												
73													
74	Weekdays	20	23	20	22	21	20	21	20	1	147	146	1
75	Saturdays	5	4	5	4	3	5	4	4	0	30	31	(1)
76													
77	Weekday Revenue Hours	776	907	932	1,060	1,178	1,085	1,187	838	349	7,126	5,154	1,972
78	Saturday Revenue Hours	49	45	58	53	40	70	60	32	28	374	248	126
79	Total Revenue Hours	825	952	990	1,113	1,218	1,155	1,247	870	377	7,500	5,402	2,098
80													
81	Weekday Revenue Mileage	9,714	10,754	11,069	12,512	12,273	11,363	12,439	9,048	3,391	80,124	60,920	19,204
82	Saturday Revenue Mileage	525	497	654	583	427	679	553	324	229	3,918	2,858	1,060
83	Total Revenue Miles	10,239	11,251	11,723	13,095	12,700	12,042	12,992	9,372	3,620	84,042	63,778	20,264
84													
85	Total Vehicle Miles	11,134	12,184	12,516	14,015	13,535	12,808	13,767	10,060	3,707	89,959	68,740	21,219
86													
87	Revenue Miles per Revenue Hour	12.41	11.82	11.84	11.77	10.43	10.43	10.42	10.77	(0.35)	11.21	11.81	(0.60)
88													
89	Passengers per Mile	0.16	0.17	0.17	0.17	0.17	0.18	0.19	0.20	(0.01)	0.17	0.19	(0.02)
90	Passengers per Hour	2.04	1.96	2.05	2.05	1.77	1.87	1.97	2.15	(0.18)	1.95	2.24	(0.29)
91													
95	Financial Information												
97													
98	Operating Expense per Revenue Mile	\$ 6.02	\$ 5.31	\$ 4.40	\$ 4.93	\$ 4.61	\$ 4.40	\$ 4.43	\$ 4.18	\$ 0.25	\$ 4.84	\$ 4.28	\$ 0.56
99	Operating Expense per Revenue Hour	\$ 74.71	\$ 62.74	\$ 52.05	\$ 58.04	\$ 48.10	\$ 45.87	\$ 46.10	\$ 44.99	\$ 1.11	\$ 54.21	\$ 50.51	\$ 3.70
100	Operating Expense per Passenger Trip	\$ 36.58	\$ 31.96	\$ 25.34	\$ 28.32	\$ 27.22	\$ 24.48	\$ 23.44	\$ 20.97	\$ 2.47	\$ 27.77	\$ 22.59	\$ 5.18
101													

Missoula Urban Transportation District FY2018 & FY2017 ADA Paratransit Ridership



	A	B	E	H	K	N	O	T	U	V	AL	AM	AN
102	Missoula Urban Transportation District												
103	FY2018 Senior Van Statistics												
104													
105		July	Aug	Sept	Oct	Nov	Dec	Jan	Jan	Increase/	YTD	YTD	
106		2017	2017	2017	2017	2017	2017	2018	2017	(Decrease)	Total	Total	Increase/
107	Passenger Information												
108													
109	Senior Van Weekday	500	560	388	399	433	346	363	725	(362)	2,989	4,634	(1,645)
110	Senior Van Saturday	31	32	34	12	18	9	5	38	(33)	141	360	(219)
111	Total Senior Van Paratransit Passengers	531	592	422	411	451	355	368	763	(395)	3,130	4,994	(1,864)
112													
113	Average Weekday Passengers	25	24	19	18	21	17	17	36	(19)	20	32	(11)
114	Average Saturday Passengers	6	8	7	3	6	2	1	10	(8)	5	12	(7)
115													
116	Service Information												
117													
118	Weekdays	20	23	20	22	21	20	21	20	1	147	146	1
119	Saturdays	5	4	5	4	3	5	4	4	0	30	31	(1)
120													
121	Weekday Revenue Hours	156	158	146	152	152	134	132	342	(210)	1,031	2,131	(1,100)
122	Saturday Revenue Hours	17	16	16	9	12	4	7	13	(6)	81	104	(23)
123	Total Revenue Hours	173	174	162	161	163	139	139	355	(216)	1,111	2,235	(1,124)
124													
125	Weekday Revenue Mileage	1,659	1,825	1,867	1,807	1,756	1,161	1,456	3,696	(2,240)	11,531	25,229	(13,698)
126	Saturday Revenue Mileage	165	134	165	59	88	22	50	132	(82)	683	1,192	(509)
127	Total Revenue Miles	1,824	1,959	2,032	1,866	1,844	1,183	1,506	3,828	(2,322)	12,214	26,421	(14,207)
128													
129	Total Vehicle Miles	1,946	2,109	2,170	1,998	1,953	1,305	1,590	4,109	(2,519)	13,071	28,477	(15,406)
130													
131	Revenue Miles per Revenue Hour	10.53	11.26	12.54	11.61	11.28	8.53	10.83	10.78	0.05	10.99	11.82	(0.83)
132													
133	Passengers per Mile	0.29	0.30	0.21	0.22	0.24	0.30	0.24	0.20	0.04	0.26	0.19	0.07
134	Passengers per Hour	3.06	3.40	2.60	2.56	2.76	2.56	2.65	2.15	0.50	2.82	2.23	0.59
135													
139	Financial Information												
141													
142	Operating Expense per Revenue Mile	\$ 3.51	\$ 3.83	\$ 4.55	\$ 3.37	\$ 3.90	\$ 5.37	\$ 4.93	\$ 4.18	\$ 0.75	\$ 4.12	\$ 4.28	\$ (0.16)
143	Operating Expense per Revenue Hour	\$ 36.92	\$ 43.08	\$ 56.99	\$ 39.07	\$ 43.99	\$ 45.84	\$ 53.40	\$ 45.03	\$ 8.37	\$ 45.34	\$ 50.57	\$ (5.23)
144	Operating Expense per Passenger Trip	\$ 12.05	\$ 12.66	\$ 21.89	\$ 15.28	\$ 15.94	\$ 17.91	\$ 20.17	\$ 20.95	\$ (0.78)	\$ 16.10	\$ 22.63	\$ (6.53)
145													

Missoula Urban Transportation District FY2018 & FY2017 Senior Van Ridership





MUTD Board Staff Report

To: Board of Directors
From: Jeff Logan, Operations Manager
Date: February 22, 2018

Subject: FFY2019 Community Coordination Plan and MDT Grant Application.

Attachments

1. FFY2019 Community Coordination Plan

Recommendation: 1) Conduct a public hearing. 2) Approve the federal fiscal year (FFY) 2019 Community Coordination Plan and MDT Grant Application.

Discussion: A coordination plan for an urban area is intended to maximize the collective coverage of transportation programs in the area by minimizing duplication of services. Participating agencies work together to provide the most appropriate, cost-effective services within existing resources and reduce duplication to make funds available for more services. The process also seeks to simplify access to transportation services for persons with disabilities, persons with low incomes and older adults.

The process to develop the Plan includes representatives of the public, private and non-profit transportation and human-services providers, and other programs sponsored by federal, state, and local agencies to strengthen the impact.

MUTD is required to submit a copy of an updated Coordination Plan for the Missoula Urban Area with our grant application to MDT in order to be considered for funding. The FFY2018 update to the Missoula Urban Area Coordination Plan is attached to this staff report.

Financial Impact: Staff is requesting authorization to submit an application to the MDT for FFY2019. The application requests \$80,000.00 in 5310 capital funds for the purchase of two (2) converted Mini-vans. The 5310 funds will pay for 80% or \$64,000.00, with a local match of 20% or \$16,000. The funds for the local match are included in the capital reserves.

Missoula Urban Transportation District Coordination Plan

FFY 2019

for --

Montana Department of Transportation

prepared by --

**Missoula Urban Transportation District,
Mountain Line, and
Special Transportation Advisory Committee**

Amy Cilimburg, MUTD Board Chair
Corey Aldridge, MUTD General Manager
Mike Mayer, STAC Chair

Coordinated by

MUTD / Lead Agency
1221 Shakespeare Street
Missoula, MT 59802
(406) 543-8386

www.mountainline.com

Submitted to STAC:	January 26, 2018
Submitted to MUTD Board:	February 22, 2018
Submitted to MDT:	March 30, 2018



Date Adopted by Board of Directors

This plan was adopted on February 22, 2018 by the Board of Directors of the Missoula Urban Transportation District, Missoula, Montana.

Adoption is based on the recommendation of the Specialized Transportation Advisory Committee (STAC). The Coordination Plan Update was discussed and recommended for adoption at the January 26, 2018 STAC meeting.

Minutes from the meetings of these two boards showing these actions are included in the Appendix.



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1.0 Introduction

This coordination plan, as required by the federal legislation and the Montana Department of Transportation, provides a summary of current and anticipated coordination efforts in the Missoula Urban Area. All transportation providers in the greater Missoula area are open to any and all coordination efforts that can lead to the maximization of effectiveness and efficiency in the investment of local dollars to provide transportation services to people who live in, work in, or visit the greater Missoula area.

This document updates the Missoula Urban Area Public Transportation Coordination Plan for Federal Fiscal Year 2019 as recommended and approved by the lead organization in the Missoula Urban Area, the Missoula Urban Transportation District (MUTD).

The plan was also reviewed and recommended for approval by the STAC. Missoula STAC is committed to the coordination of all public transportation services within the Missoula Urban Area that are served by the primary providers in this plan and in coordinating their efforts with the outlying parts of the western Montana region that are served by other providers.

It is the goal of all primary providers listed in this coordination plan to work closely with MUTD and Missoula STAC to follow the guidance established by the Federal Transit Administration to:

1. Work together to provide more effective transportation solutions that lead to increased ridership, better access to jobs, reduced congestion and more efficient provision of transportation services.
2. Continue to identify transit industry best practices and human service transportation coordination activities that help us improve our action plan for continuing to improve transportation coordination.
3. Ensure adequate outreach efforts, including conducting an annual needs assessment, and jointly conducting planning sessions that determine how to use the available resources to best meet those needs.
4. Recognize the outreach efforts of other providers and agencies in the Western Montana Region.
5. Seek participation from non-Department of Transportation (DOT) funded partner agencies.



As the lead organization, MUTD is committed to including the following groups and organizations in the coordinated planning process:

1. Transit riders and potential riders, including the general population, individuals with disabilities and older Americans.
2. Area transportation planning agencies.
3. Area public transportation providers, including non-profit transportation providers.
4. Area private transportation providers.
5. Human service agencies.
6. Other government agencies in the area that administer health, employment, or other types of support; such as vocational rehabilitation, medical, independent living, and the County Council on Aging programs.



2.0 Agencies Involved

The Missoula Urban Transportation District provides general public transportation in Missoula. Recipients of FTA 5311 or 5310 (Elderly Persons and Persons with Disabilities) grants in the greater Missoula planning area include:

- Missoula Urban Transportation District (MUTD)
- Missoula Developmental Services Corporation (MDSC)
- Opportunity Resources, Inc (ORI)

The transportation providers are described in detail below.

Missoula Urban Transportation District

The Missoula Urban Transportation District, operator of Mountain Line, is a local agency that has been offering transportation options to the Missoula area since December of 1977. A seven-member board of directors appointed by elected officials in the City and County government oversees the organization. Staff at MUTD consists of 50 operators, 8 maintenance employees, 4 direct supervisors and 8 administrative/management staff. The vision of Mountain Line is to create a flexible and innovative transit system that can serve an expanding community. Mountain Line promotes community involvement and ownership, actively seeking productive partnerships with other community agencies, businesses, and government.

Currently, Mountain Line operates within a 70 square mile area, serving the communities of Missoula, East Missoula, Bonner, Target Range, and the Rattlesnake. Mountain Line provided 1.5 million rides in fiscal year 2017 on fixed route and 20,970 on Paratransit and Senior Van combined.

As of January 5, 2015, Mountain Line service is provided at Zero-fare through support from several community partners. Zero-fare service launched as a three-year demonstration project, with projections of increasing ridership by 45%. A list of community partners sponsoring Zero-fare can be found as an attachment.

Mountain Line provides the following services:

Fixed Routes: Twelve fixed routes provide various levels of service, including 15-minute all day service on Routes 1 & 2. Twenty vehicles provide this service



during weekday peak periods, fifteen during midday, and four during the evening service. Nine buses provide regular Saturday service, and ten operating during the downtown Farmer’s Market season. Buses generally operate between 6:00 AM and 10:00 PM on weekdays, and 9:00 AM and 6:00 PM on Saturdays.

ADA Comparable Paratransit Services: This program has been in effect since 1991 and provides transportation for ADA eligible passengers. Eight to ten paratransit buses carry an average of over nineteen hundred passengers per month. ADA Comparable Paratransit service operates weekdays from 6:00 AM until approximately 10:00 PM and on Saturdays from 9:00 AM to 6:00 PM.

Senior Van: The Senior Van began operation on July 1, 2008. The service is designed for persons over the age of 60 and for those with disabilities who find it difficult to ride the fixed route bus, but do not qualify for the ADA Paratransit Service (requires a medical verification). The Senior Van operates Monday through Friday from 9:30 AM to 4:30 PM, and Saturdays from 10:00 AM to 4:00 PM. This service uses fully accessible buses and vans with lifts that can be used for wheel chairs, scooters and walkers, so there is no need to use the steps. This is a curb-to-curb service similar to ADA Paratransit, but with fewer restrictions on eligibility and more limited hours of operation. Advanced reservations and a brief registration form are required. Any cost is waived as part of the Zero-fare program.

Vanpooling: Mountain Line contracts with the Missoula/Ravalli Transportation Management Association to provide a vanpool for residents along the Mullan Road corridor.

Special Services: Mountain Line provides seasonal service to popular community events such as “Out to Lunch” and the Saturday Farmer’s Markets.

Mountain Line traditionally contracted with The University of Montana (UM) to allow all students, faculty and staff to use the service at no charge. During the Zero-fare program, UM is a sponsoring community partner helping to supply rides at Zero-fare for all Mountain Line riders.

Financial Request for FFY 2019: The Missoula Urban Transportation District requests \$80,000.00 in 5310 funds with a local match of \$16,000 for the purpose of funding two (2) Paratransit vehicles. These two vehicles are needed to bring the paratransit fleet up to FTA standards with regard to a fleet spare ratio. THE FTA allow a 20% spare ratio and currently the MUTD is operating all paratransit vehicles every day, resulting in scheduling difficulties during times when a vehicle is down for maintenance or repair.



Without the requested funds MUTD will continue to operate paratransit vehicles with no spares which will significantly affect our service.

Missoula Developmental Services

- Missoula Developmental Service Corporation (MDSC) was opened in 1990 with a grant through the Montana Department of Public Health and Human Services (DPHHS). MDSC provides Residential, Day and Medical Services to Developmentally Disabled Adults in the Missoula area. MDSC has been a voting member of the STAC committee since its inception.
- MDSC has twenty-two vehicles used for demand-responsive transportation seven days a week, 365 days a year. MDSC has 10 multi-person vans, three mini-buses, and nine cars. All mini-buses and three of the vans are equipped with wheelchair lifts and tie downs. MDSC provides services for seventy-three (73) adults with developmental disabilities and intensive needs in twelve group homes and two-day services centers all located throughout the Missoula area. Each group home uses a van or bus, eight residential sites also use a car, and one Day Services Vocational Department uses a car.
- The twelve residences are located within a seven-mile radius of the Day Services Center. The vehicles are used every day to transport clients to the center, community work sites, community outings, client medical and dental appointments, church, grocery and personal shopping, and errands. Vehicles are used throughout the year to transport clients to appointments with doctors and other professionals outside the Missoula area. Clients also visit family members in nearby cities in Montana. Each vehicle averages 900 miles per month.
- Major Trip Generators:
 - Day services – 146 to 292 rides per day.
 - Doctor appointments – 45 to 50 rides per week.
 - Shopping and outings 150 to 300 rides per week.
 - Total weekly average – 1320

Opportunity Resources, Inc.

Opportunity Resources, Inc. (ORI) is a non-profit agency whose overall mission is to support individuals with disabilities by enhancing their quality of life and their inclusion within the Missoula community. Working toward this mission, ORI provides a multitude of training and support services, including specialized transportation. ORI has been in operation for over 60 years in the Missoula community.

ORI currently provides specialized transportation services to just over 225 individuals who are unable to transport themselves or access public transportation; these



individuals represent approximately 50% of the total number of consumers served by ORI. Of the individuals currently needing specialized transportation services, 53 are non-ambulatory and use wheelchairs. Another 20 individuals have mobility impairments causing them to need/use crutches or other assistive devices. ORI provides over 7200 rides per month in the Missoula community.

ORI provides demand-responsive services to meet the individualized transportation needs of the consumers being served. Routine weekday services are scheduled to commute individuals to and from seven activity sites throughout the community. Routes are revised when passengers change residence, transition to other services, and when new individuals access services. Demand-responsive services are also arranged to enable individuals to access various community activities relating to their living and recreational needs. In addition, specialized transportation is provided to consumers in order for them to acquire needed medical services.

Transportation services are provided throughout the day and evening to help passenger’s access both work and community activities. All vehicles commence transporting individuals by 7:30 AM and are used intermittently throughout the day until 11:00 PM at night. Nine of the sixteen vehicles used in providing services to consumers are based at residential facilities and are in operation seven days a week. The other seven service vehicles are based at work centers and are used regularly seven days a week.

Transportation services are contracted with both the Developmental Disabilities Program and the Medicaid Division. Operations need to be further subsidized by revenues generated from the sales of products and services contracted to ORI’s work program. In an effort to maximize the efficiency and utilization of community resources, ORI has extended considerable effort in collaborating with the local STAC in coordinating transportation services. Examples of such collaboration include:

1. Ongoing training is provided by ORI in instructing consumers to access public transportation provided by the Missoula Urban Transportation District (MUTD). Over 200 ORI consumers now use MUTD fixed-route services on a regular or seasonal basis. In response to this increased usage, MUTD has a bus stop in front of the ORI main offices on Russell.
2. Of note, MUTD and ORI collaborated ten years ago in acquiring a grant to fund increased specialized transportation. Using this county funding as match money for a TRANSADE grant, MUTD was able to increase hours while ORI now provides specialized services to adults with disabilities and seniors on Sundays for ten hours at no charge. ORI also worked with MUTD to move its bus stop to become more accessible last year as well as coordinating to get the city of



Missoula to place a cross walk in front of the facility. This cross walk allows access for ORI consumers to the outgoing buses.

3. ORI also contracts with MUTD to provide specialized transportation services for a number of consumers who commute to ORI services at varying times of the day. Trips provided by MUTD currently average 80 trips per month. In an effort to help reduce over-use of this service, we have lowered our average use by almost 30 trips per week. ORI and MUTD have also been working together to do ride swaps that better utilize both agencies' existing systems. ORI also provides extensive assistance to consumers in scheduling MUTD Paratransit services for personal, business and community access.

4. The YMCA (Y) has developed numerous programs in which many persons served by ORI participate. ORI and the Y share in transporting consumers to both recreation and fitness programs. ORI assists with the Y's annual fundraising activities for Special Olympics, the revenues from which have been applied toward the purchase of the Y's passenger vans. ORI has collaborated in the past with the YMCA's Special Olympics Program to provide transportation to statewide competitions. In addition, ORI and YMCA collaborated to improve pedestrian safety (creating a crosswalk) between their two facilities on Russell Street.

5. With Medicaid approval, arrangements are made with Mission Mountain Medicab to transport ORI consumers to medical services.

6. Several consumers served by ORI occasionally use taxi services to commute to work and community events when public transportation is not operating.

7. In response to requests from Missoula Aging Services, ORI has transported other senior citizens to special community events. This collaboration is feasible when ORI consumers are being transported to the same event, and the ORI vehicles used are not at full capacity.

8. ORI has also transported other persons with disabilities not served by ORI to special events. These events include but are not limited to: Missoula Recreation Department's Haunted Forrest and Fall Fest, County Fair, City Concerts, and much more.

9. ORI participates annually in the City of Missoula Bike/Walk/Bus week events. This event is held annually by the city to encourage the use of alternative transportation.



10. ORI allows the Missoula City Fire Department/Police Department to borrow a lift van each summer to transport kids with disabilities to summer camp.

11. Many more examples that come up on a monthly basis.

This review of coordinated activities illustrates the concerted effort extended by ORI in enhancing transportation for its consumers. ORI currently has a staff member working on the STAC with many other community agencies to identify the shortcomings of the Missoula area specialized transportation. This group is working extensively to coordinate all local agencies with specialized transportation needs. STAC currently has monthly meetings as well as committee meetings. Persons served by ORI access all service options for which they are eligible at this time.

While considerable coordination is extended in maximizing the utilization of resources, transportation is yet limited and insufficient in meeting the needs of persons with disabilities in the Missoula community.

In order to continue this service, ORI is requesting funds to purchase a new lift equipped van/bus. ORI currently has eight large lift vans and four ramp-equipped mini vans. Our current lift equipped vans/buses are not meeting our need at this time. We also have a fleet of eleven mini-vans without ramps. Our fleet is increasingly aging and we struggle with updating under the current economic climate. If we received this vehicle it would be an additional van used to supplement current vans that serve as the primary transportation for one of our group homes. On weekends it would be used to transport individuals to shopping and other activities they may not have been able to participate in otherwise. ORI group homes serve 8 consumers and a van like this is the most effective efficient vehicle for these homes. As well as serving as the primary residence vehicle, these vans also transport individuals (outside of the residence) to and from work each morning and evening as well as to other community functions. These vans are utilized to their rider capacity almost every trip.

The ORI fleet of ninety-four vehicles is aging. Our vehicles average over 95,000 miles. Break-downs and cars that won't start are a daily problem and increase the likelihood of an individual in our services being late for work, missing a doctor's appointment or not being able to go grocery shopping. For many individuals in our services, ORI is the only means of transportation available to them. ORI is committed to making certain our vehicles are clean, safe and accessible to every consumer. This means annual replacement of aging automobiles, and without funding from the Department of Transportation, this van would be financially out of reach.



2.1. Other area providers and key stakeholders

Other area providers and key stakeholders involved in the Coordination Plan include:

- ASUM Office of Transportation
Jordan Hess
University Center, Ste. 114
University of Montana
Missoula, MT
243-4599
 - A.W.A.R.E. Inc.
Mike Shea
2300 Regent St. #103
Missoula, MT 59801
543-2202
 - Bitterroot Bus
Sharna Paddock
310 Old Corvallis Road
Hamilton, MT
363-7484
 - Eagle Watch
Kay Brown
565 Burton Avenue
Missoula, MT 59802
549-3892
 - Mineral County
Commissioners
PO Box 922
Superior, MT 59872
822-3577
 - Missoula Aging Services
Susan Kohler
337 Stephens Avenue
Missoula, MT 59801
728-7682
 - Missoula Transportation
Planning Services
 - Jessica Morriss
127 W. Spruce Street
Missoula, Mt 59802
552-6630
 - Missoula/Ravalli
Transportation
Management Assn.
Lyn Hellegaard
2820 S. Higgins Ave.
Missoula, MT 59801
327-8707
 - Sanders County
Lorraine Berish
P.O. Box 519
Thompson Falls, MT
59873
827-6966
 - Missoula Indian Center
Melissa Hammett
830 West Central Ave.
Missoula, MT 59801
829-9515
 - Confederated Salish &
Kootenai Tribes
Robert McDonald
P.O. Box 278
Pablo, MT 59855



Missoula Aging Services

Missoula Aging Services (MAS) promotes the independence, dignity and health of older adults and those that care for them. We do this through advocacy, education, services and volunteer opportunities. Missoula Aging Services (MAS) is the local Area Agency on Aging whose service area encompasses both Missoula and Ravalli Counties. They have been in existence since 1982.

The Chief Executive Officer has served on the Specialized Transportation Committee for over 20 years, representing the transportation needs of older adults. As part of this committee, the CEO works towards maximizing existing transportation resources through coordination of transportation services. This includes promoting transportation options through [the MAS Resource Center](#), and advocating for changes to current transportation when needed.

In 2011, MAS completed an update of their four-year strategic long-range plan. One of the strategic priorities states: Ensure the agency is able to provide core services for those who need them by developing earned-income options. Transportation is one of Missoula Aging Services core services that [is](#) administered through the transportation coordination plan. One of the goals under this priority is to develop strategies to address capacity and growth issues. A second goal is to Incorporate Aging and Disability Resources information, forms and links into an upgrade of the website, allowing the agency to serve more clients through technology, primarily those who prefer to retrieve web-based information, such as long-distance caregivers, baby boomers and rural consumers. Transportation information will be one of the areas that people will be able to access information on through the MAS web-site that is currently in the research stage.

ASUM Office of Transportation

Established in 1999, The Associated Students of the University of Montana's Office of Transportation (ASUM) promotes and provides transportation options to the University of Montana campus community.

ASUM's Park & Ride system started with a 15-passenger providing 3,860 rides in 2000 and developed into the UDASH transit system providing over 400,000 rides annually on five fixed routes. ASUM operates five 35-foot buses, three 30-foot buses, and one 22-foot bus on five fixed routes:

- The Lewis & Clark Red Line serves student housing at Lewis & Clark Villages and University Villages; park and rides at Dornblaser and Lewis & Clark; and as a campus circulator.
- The Missoula College Blue Line serves student housing at Lewis & Clark Villages and University Villages; park and rides at Dornblaser and Lewis &

Clark; and as a shuttle connection between the main campus and Missoula College.

- The East Broadway Green Line serves the park and ride lot on East Broadway and housing on East Broadway.
- The 5th/6th Street Purple Line serves residential areas along the Russell and 5th/6th corridors.
- The Downtown Gold Line connects student housing to campus and downtown.

All buses are accessible and UDASH gives about 50 ramp/lift rides each week.

ASUM owns and maintains a fleet of 120 bicycles that are available for short-term free checkout and long-term rental.

In addition to providing service, ASUM promotes many services to the UM community, including but not limited to: Mountain Line, MRTMA, Missoula in Motion, Bitterroot Bus, and Free Cycles.

ASUM coordinates services with Mountain Line by educating riders about transit, promoting Mountain Line service, sharing bus stops, and engaging in joint planning endeavors. Similarly, ASUM is a financial partner in the Zero-Fare pilot program. As a result of the program, both agencies supply transit with no fare to Missoula passengers. To increase efficiency of its routing overlays with Mountain Line, ASUM's UDASH will begin new service over parts of Route 8 along 5th and 6th Streets, which reaches areas of high-density student housing. This UDASH service complements Route 8 to provide a 3 to 4 trip per hour headway throughout the day.

ASUM coordinates with MRTMA by promoting its service and by running the Lewis & Clark Red Line to its facility. ASUM and Missoula in Motion work jointly to promote transportation options and the Way To Go Club. Student visits to Free Cycles are subsidized by ASUM.

ASUM services are funded for through a \$33.50 per semester fee assessed to each full-time student. The UDASH budget for 2013-2014 was approximately \$700,000.

City of Missoula Development Services Transportation Planning Division

As staff to the Missoula Metropolitan Planning Organization (MPO), the Development Services Transportation Division participates in and coordinates the transportation planning program for the Missoula metropolitan planning area in accordance with Federal Law. This program is a collaborative effort conducted in cooperation with the City and County of Missoula, Missoula Urban Transportation District (Mountain Line), Montana Department of Transportation (MDT), Federal

Highway Administration (FHWA), Federal Transit Administration (FTA), and other local, State, and Federal agencies. The mission of the Transportation Division is:

“To plan and program a safe and efficient transportation system for the Missoula area that increases access and mobility through multimodal options, improves the environment and supports economic development, thereby enhancing quality of life.”

The Missoula MPO was designated by the State of Montana in 1982. Prior to 2005, the staff was part of the long-range planning section of the Office of Planning and Grants and its predecessor agencies. Under the Interlocal Agreement between Missoula County and the City of Missoula signed August 11, 2005, Transportation became a separate division within OPG. In January, 2013, the Transportation Planning Division was relocated to the City Development Services office, where it continues to provide transportation services to both City and County in the Missoula urbanized area under a new interlocal agreement signed October 9, 2013.

In addition to the agencies noted above, MPO staff participates in the Missoula Specialized Transportation Advisory Committee (STAC), a coalition of organizations that provide and use specialized (curb-to-curb, demand responsive) transportation services.

As staff to the Missoula Transportation Policy Coordinating Committee (TPCC), transportation staff manages the preparation and updating of federally-mandated planning documents that maintain the region’s eligibility to receive Federal highway and transit funds. These documents include the Long-Range Transportation Plan (LRTP), the Transportation Improvement Program (TIP), the Unified Planning Work Program (UPWP), and the Public Participation Plan (PPP). MPO staff works to assure that all transportation planning activities comply with the MPO’s adopted Public Participation Program.

The MPO staff manages four cooperative agreements related to this Coordination Plan. The four agreements are listed below and are also posted on the City of Missoula website under the “Gov’t Agreements” link on the Transportation Division home page at

[ftp://ftp.ci.missoula.mt.us/DEV%20ftp%20files/Transportation/MPO/Documents/GOVERNMENTAL AGREEMENTS/](ftp://ftp.ci.missoula.mt.us/DEV%20ftp%20files/Transportation/MPO/Documents/GOVERNMENTAL%20AGREEMENTS/)

1. Memorandum of Agreement between the City and County of Missoula and the State of Montana regarding disbursement of Federal transportation planning funds, dated January 27, 1982.

2. Agreement between Missoula County, the City of Missoula, the Missoula Consolidated Planning Board, the Missoula Urban Transportation District (MUTD) and the State of Montana establishing the urban transportation planning program, dated August 26, 1982.
3. Memorandum of Agreement between the Missoula Urban Transportation District (MUTD) and the Missoula Consolidated Planning Board (MCPB) dated February 16, 1995.
4. Interlocal Agreement between Missoula County and the City of Missoula for transportation planning services dated October 9, 2013.

Missoula Ravalli TMA

Missoula Ravalli Transportation Management Association (MRTMA) is a private, non-profit agency that has been offering transportation demand management services and resources since 1996. A eight-member board of directors, selected from the public at large in Missoula, Ravalli and Lake Counties oversees the organization. MRTMA consists of a staff of one full-time office and three part-time office and management staff. The mission of MRTMA is to create a more livable region, by promoting the availability of transportation options to effect the reduction of single occupancy vehicle use. To accomplish this, MRTMA provides ride sharing programs, ride matching and scheduling services, and coordination in the development of park & ride facilities. In 2004, MRTMA, in partnership with the University of Montana, constructed a transit center on the south side of Missoula. The facility is used by carpoolers, riders of ASUM Office of Transportation and Mountain Line.

The communities served by MRTMA are located in Missoula, Ravalli, and Lake County. The affected Missoula County communities are comprised of Missoula, Lolo, and Evaro, and Frenchtown. The affected Ravalli County communities are Hamilton, Corvallis, Victor, Stevensville, and Florence. The affected Lake County communities are Arlee, Polson and Ronan. MRTMA provided 33,148 rides in Fiscal Year 2017 in the vanpool.

Missoula Ravalli TMA provides the following services:

Vanpool Program:

The I Ride Vanpool program is designed to serve the commuter workforce living in communities along the Highway 93 corridor and I-90 and working in the Missoula urban area. The program also provides reverse commute service to Missoula residents working in outlying communities such as Hamilton and Arlee. The vanpool program controls operating costs through a volunteer driver program. The vanpool program currently has 24 routes serving 197 individuals and 81 worksites. The vanpool program has a wait list of 2, and many of these individuals have irregular work schedules or are out of the service area.

Special Services:

MRTMA provides transportation services for government officials touring community development projects.

Ride Matching Program:

The Ride Sharing/Carpooling program is designed to serve the commuter workforce living in communities in Montana and working in other communities, individuals seeking to trip share and agencies/organizations providing rides between communities to post ride availability. The program is maintained by and accessed through the MRTMA website.

Guaranteed Ride Home Program:

The Guaranteed Ride Home program, sponsored by Missoula In Motion, provides commuters who regularly vanpool, carpool, bus or are active users of the Way To Go Club, a way to get home or to a park-and-ride site when an emergency arises. To be eligible, a person needs to be registered with the Way to Go Club or MRTMA. MRTMA has developed a GRH program utilizing Huckleberry Express Taxi, Green Taxi, Bitterroot Bus and Confederated Salish and Kootenai Transit for vanpoolers living in working in Ravalli and Lake county.

COORDINATION DESCRIPTION:

MRTMA coordinates with the following:

- Bitterroot Bus through client referrals, Guaranteed Ride Home and technical assistance.
- Confederated Salish & Kootenai Tribes through client referrals, Guaranteed Ride Home ETA voucher program and technical assistance.
- Lake County Council on Aging through Guaranteed Ride Home Program, client referrals, accounting and technical assistance.
- Mineral County Pioneer Council through referrals and technical assistance.
- Yellow Cab through the Guaranteed Ride Home Program.
- Green Taxi through ETA voucher program
- Mountain Line through vanpooler access when in Missoula Urban Area and utilization of MRTMA transfer center.
- ASUM Office of Transportation through utilization of MRTMA transfer center.
- Opportunity Resources through client referrals.
- Summit Independent Living Center through client referrals.
- Vocational Rehab through referrals and purchase of vanpool transportation services.
- Airport Shuttler through referrals.
- Missoula Parking Commission financial support and free parking passes.
- UM Foundations through employer sponsored vanpool.
- GlaxoSmithKline through employer sponsored vanpool.
- Designs for Health through employer sponsored vanpool
- Community Medical Center through preferred parking for vanpool, ETA voucher program and technical assistance.

- Flathead Transit through referrals, ETA voucher program and technical assistance.
- Sanders County Council on Aging through client referrals, ETA voucher program and technical assistance.
- Clarkfork Valley Hospital through the ETA voucher program
- Western Montana Mental Health through agreement and use of MRTMA vehicles for after hour and client group trip service.
- Paws Up Ranch through development of Park-and-Ride locations.
- Missoula County Veteran's Court through referrals.
- Seeley Lake Community Foundation through technical assistance
- Pyramid Lumber through technical assistance
- Seeley Lake School District through technical assistance
- US Forest Service through technical assistance
- Lake and Missoula County Job Service through technical assistance and ETA voucher program.
- Wolfe Transportation through referrals and ETA voucher program
- Huckleberry Express Transportation through referrals and ETA Voucher.
- Seeley Lake Community Foundation technical and capital assistance.
- Valley Veterans Service Center provide vehicle and operating funds for transports to Missoula Vet Clinic and Ft. Harrison.

SERVICE EXPANSION:

Staff is working with the Seeley Lake Community Foundation to sustain a new community medical transportation program. The program was started in March 2017 and has given over 200 rides to date. MRTMA will providing training for dispatcher and volunteer drivers. Vanpools are still being discussed for area workers either living in Seeley Lake and working in Missoula or living in Missoula and working in Seeley Lake.

SERVICE OPERATION:

MRTMA will be applying for \$134,720 in 5311 and \$72,422 in CMAQ operating funding for FY 2019. MRTMA will not be applying for any replacement or expansion vehicles. in FY2019.

Seeley Lake Foundation will be applying for a new minivan in FY2019.

BitterRoot Bus

The BitterRoot Bus provides on demand bus service in the Ravalli County area (Hamilton, Corvallis, Victor, Stevensville, Darby and surrounding areas) BitterRoot Bus also provides weekly trips to the Missoula metro area every Tuesday. The bus arrives in Missoula around 10 AM each Tuesday morning and departs no later than

3:00 PM. While in Missoula, the bus will generally take passengers to up to two locations, such as a doctor's appointment and shopping. Passengers are encouraged to use Mountain Line if more than the allotted stops are needed. This service is available to the general public. It is required that rides be scheduled in advance.

A.W.A.R.E., Inc.

AWARE, Inc. (Anaconda Work and Residential Enterprise) a private, non-profit corporation was started in Anaconda, Montana in 1976 by a small group of parents whose discussions of opportunities and possibilities for their children with special needs, led to the opening of a small furniture refinishing business. This business was a place where people with developmental disabilities could learn a trade and make a valuable contribution to the community. Since AWARE first started 42 years ago, it has grown into an organization that continues to help thousands of people across Montana achieve their potential. AWARE is directed by an eleven member Board and currently employs approximately 1,000 people in 25 communities around the State. AWARE offers a variety of services in fully licensed and nationally accredited programs, geared towards improving lifestyles and opportunities for Montanans affected by disabilities or mental challenges.

AWARE has provided services in Missoula since 1993. In Missoula, AWARE offers a mental health center staffed with case managers, psychiatrists, a clinician and family support workers. AWARE also runs two adult group homes for autistic males and four intensive level therapeutic youth group homes. The total number of group home residents served is 26

AWARE's Adolescent Residential Services provides therapeutic group home care for children ages 6-18 with a primary mental health diagnosis. In order to be eligible for placement, the child must be at risk for a higher level of care, such as hospitalization, and have exhausted all mental health outpatient options. At least 40% of the consumers are also cognitively delayed and require additional assistance to use transportation safely and to meet daily needs. Currently, the adolescent group homes in Missoula consist of one - six bed male home; one - four bed male home; one - six bed female home; and one - four bed female home

The two adult DD group homes are two bed and four bed. The residents of the adult DD group homes require assistance to complete all tasks of daily living. While staff endeavors to teach increased independence, transportation assistance will always be necessary.

The Residential Services mission is "to provide clinical supervision, care and life counseling, to adolescents and their families with severe emotional/cognitive challenges that will guide the individual towards independence". To this end, AWARE provides transportation on a daily basis to group home residents and staff, transporting them to and from school, employment or interviews, medical and dental appointments, planning meetings, community outings, church, grocery and personal

shopping and other errands as required. In some instances, the residents are from different counties and are required to participate in meetings and court hearings in their respective communities. Transportation is also provided to allow visits with family members in Missoula and the surrounding area. The number of rides provided averaged approximately 2,230 per month for 2017

Relative to coordination efforts, AWARE is represented on the Missoula Special Transportation Advisory Committee (STAC) and shares the commitment of its members to coordinate public transportation services within the Missoula Urban Area thereby maximizing funds and equipment available to provide transportation services to all who need it. No increase in ridership is projected for FY 2018-2019.

AWARE will not be making application for vehicles this year.

AWARE, Inc. Missoula Fleet
(Mileage is as of the end of December, 2017)

- 2012 Dodge Grand Caravan (accessible) / 6 passenger / 54,255
- 2013 Ford E350 / 10 passenger / 55,972
- 2014 Dodge Grand Caravan / 6 passenger / 44,654
- 2014 Dodge Grand Caravan / 6 passenger / 66,246
- 2014 Ford E350 / 10 passenger / 27,795
- 2017 Ford Transit Connect / 6 passenger / 6,771

3.0 Agencies Not Involved

All agencies active in the Special Transportation Advisory Committee were given the opportunity to participate in the update and review of this plan.

Green Taxi, Medicab, Yellow Cab, Deluxe Cabs, Jefferson Lines, Greyhound Lines, Beach Transportation, and Airport Shuttler have been invited to collaborate in the review of this plan but have chosen not to participate.

4.0 Needs Assessment

Public Outreach was conducted through a variety of means. A public notice ad requested comments in writing or at public meetings of the Special Transportation Advisory Committee (STAC) or the MUTD Board.

Among those agencies solicited for input were STAC members, local government offices connected to transportation issues, Opportunity Resources, and Missoula Aging Services.

Missoula Urban Transportation District Planning Efforts

During 2012 the Missoula Urban Transportation District conducted a Comprehensive Operational Analysis of Mountain Line and a Long-Range Plan for strategic vision through 2040. The result of the public-intensive planning process was the creation of a 5-phase blue print for the future of Mountain Line services that creates a Primary Transit Network for land use planning, and a strategy of increased frequency of Mountain Line buses for a transit system that is both more user friendly and efficient. Included in the Long-Range Plan is planning for important paratransit and senior van services.

Over the next few years the policy recommendations and action items outlined in the planning efforts will help MUTD to:

- **Focus Investment** in the Primary Transit Network that will support high ridership that aligns with projected job and population growth patterns, including senior and disabled residents.
- **Improve Service Quality** that makes transit more competitive with the private auto by enhancing travel time and reliability and improving services on the Primary Transit Network.
- **Foster Community** to leverage transit investments in support of growth management and development goals, enhance place-making, and achieve environmental goals.
- **Develop and Foster Partnerships** for high quality transit, which requires investment from many public and private stakeholders. For MUTD to succeed it needs to build and maintain political, financial, capital development, and marketing support from multiple partners.
- **Provide Education and Outreach** to development and enhance education and financial incentive programs that support transit use in Missoula.

- **Monitor Progress** by creating performance measures to help the City monitor Long Range Plan implementation and changes in transit performance levels and quality. This includes tracking mode shift, improved health and safety, and reduced emissions in order to demonstrate return on transit investment.

5.0 Public Involvement

The Missoula Special Transportation Advisory Committee (STAC) meets monthly and the primary providers involved in this coordination agreement meet at least quarterly. All members of both committees have ongoing public outreach programs that continually canvas their riders and other members of the public to assess the growing needs for public transportation in the Missoula area. Individual agencies allow for public comment at their board meetings and conduct periodic service analysis and public outreach efforts.

Opportunities for the public to participate in the development of this plan included:

- Solicitation of comments from area agencies including Opportunity Resources, MDSC, STAC, MUTD Board, Missoula Development Services' Transportation Staff, AWARE, etc.
- Public Comment at the January 26, 2018, STAC meeting.
- Public Comment in writing via mail, fax or email.
- Public Comment at MUTD Board meeting February 22, 2018.

6.0 Private Sector Providers

Regional and National Transportation Connections

Greyhound/Flathead Transit/Jefferson Lines

Greyhound Lines, Inc. provides inter-city bus service from a bus terminal located at 1660 West Broadway in Missoula. Corporate offices located in Dallas, Texas. (214) 849-8966.

Flathead Transit, a service of the Confederated Salish and Kootenai Tribes, supplies passenger service between Missoula and Whitefish, and partners with Greyhound to offer nationwide service. (406) 675-2700.

Jefferson Lines provides inter-city bus service from a bus terminal located at 1660 West Broadway in Missoula. Corporate offices located in Minneapolis, Minnesota. (612) 359-3400.

Beach Transportation

Beach Transportation provides school bus and charter services. (406) 549-6121.

Cab Services

Yellow Cab (406) 543-6644, Deluxe Cab (406) 543-6644, Medicab (406) 327-1510, and Green Taxi (406) 728-8294, offer taxi services in the greater Missoula area.

Shuttles

The Airport Shuttler provides shuttle services to and from the Missoula International Airport. (406) 543-9416.

Passenger Airlines

The Missoula International Airport is served by five major airlines with regularly scheduled flights:

- Alaska Airlines/ Horizon Air – **(800) 252-7522**
- Allegiant Airlines – **(800) 432-3810**
- Delta Airlines – **(800) 221-1212**
- Frontier Airlines – **(800) 432-1359**
- United Airlines – **(800) 864 -8331**

7.0 Special Transportation Advisory Committee

The Missoula Special Transportation Advisory Committee (STAC) meets monthly and the primary providers involved in this coordination agreement meet at least quarterly.

EXISTING SERVICE / PRIMARY SERVICE PROVIDERS

Primary Providers in the Missoula Urban Area:

Organization	Name	Address	City, Zip	Phone
Missoula Developmental Services (MDSC)	Mike McCollough	1005 Marshall	Missoula 59801	728-5484
Mountain Line (MUTD)	Corey Aldridge	1221 Shakespeare	Missoula 59802	543-8386
Opportunity Resources Inc. (ORI)	Joe McGraw	2821 Russell	Missoula 59801	329-1754

As primary providers of community transportation services in the Missoula Urban Area, we agree to:

- Recognize this plan as the designated coordination plan for the Missoula Urban Area in the application process for funding requests presented to the Montana Department of Transportation (MDT) and the Federal Transit Administration (FTA).
- Recognize the Missoula Urban Transportation District (MUTD) as the lead organization and decision-making transportation advisory committee for the administration of the Missoula Urban Area Public Transportation Coordination Plan.
- Meet with the STAC a minimum of once every quarter.
- Coordinate the planning and delivery of services together to utilize existing capital and operating resources as productively as possible.
- Coordinate the planning and prioritizing of future capital and operating requests.

- Provide coordinated trip-training, outreach and comprehensive service information to all participants of this plan.
- Work together to support, develop and expand existing programs.
- Continue to seek public involvement in our planning efforts.
- Update the Transportation Coordination Plan annually.

8.0 Special Transportation Advisory Committee Members

The Special Transportation Advisory Committee meets monthly to discuss issues related to transportation.

Following is a roster of current STAC members.

- Mike Mayer, STAC Chair, Summit Independent Living Center
- Lyn Hellegaard, Missoula/Ravalli TMA
- Jeff Logan, Missoula Urban Transportation District
- Amy Hill, Home & Community Based Services
- Susan Kohler, Missoula Aging Services
- Joe McGraw, Opportunity Resources, Inc.
- Marsha Hauck, Missoula Manor
- Mike McCollough, Missoula Developmental Services Corporation
- Andrea Dahl, Consumers/Older Adults
- Tara Osendorf Missoula Development Services Transportation Division
- Ben Weiss, Bike/Pedestrian Committee
- Mark O'Brien, Montana Vocational Rehabilitation
- Mike Shea, A.W.A.R.E., Inc.

9.0 List of Attachments

- Coordination Plan review and approval: MUTD Board Meeting Minutes: February 23, 2018
- Specialized Transportation Advisory Committee (STAC) Meeting Minutes January 26, 2018
- Copies of letters requesting local agencies to participate in Coordination Plan development
- Interlocal Agreements -- various
- MUTD Zero-fare Community Partners
- Primary provider fleet roster
- Legal Public Notice & Affidavit of Publication
- MUTD System Map & Schedule

AN INTERLOCAL AGREEMENT BETWEEN THE MISSOULA URBAN
TRANSPORTATION DISTRICT AND MISSOULA COUNTY TO COOPERATE IN
THE PROVISION OF TRANSPORTATION SERVICES TO PERSONS WITH
DISABILITIES AND SENIORS

WHEREAS, the Missoula Urban Transportation District hereinafter referred to as MUTD, created pursuant to M.C.A. Title 7, Chapter 14, Part 2, is the primary agent responsible for public transportation, including ADA Comparable Paratransit and other transportation services in the Missoula Urban area; and

WHEREAS, the County of Missoula, hereinafter referred to as the County, a political subdivision of the State of Montana, is interested in furthering the provision of transportation for persons with disabilities and seniors in Missoula County;

NOW, THEREFORE, BE IT RESOLVED BY THE MISSOULA URBAN TRANSPORTATION DISTRICT AND MISSOULA COUNTY:

THAT, pursuant to M.C.A. 7-11-104, MUTD and the County agree it is to their mutual advantage to adopt this Interlocal Agreement.

BE IT FURTHER RESOLVED, that this agreement supersedes the agreement jointly executed by MUTD and Missoula County on December 28, 1987, recorded in Volume 213, Page 1056.

AND FURTHER, that the coordination, development, and operation of ADA Comparable Paratransit and other transportation services for persons with disabilities and seniors shall be accomplished in the following manner:

SECTION 1: ADMINISTRATION

The manager of MUTD shall be responsible for administering the ADA Comparable Paratransit program and other transportation services as directed and under the supervision of the MUTD Board, who shall seek the advice and recommendation of the Specialized Transportation Advisory Committee as provided in Section 2.

In supervising the program, the MUTD Board shall establish policies necessary for administration of the ADA Comparable Paratransit Service and all other services MUTD provides for persons with disabilities and the elderly.

The MUTD Manager shall prepare an annual budget for approval by the MUTD Board for the establishment and operation of these same services. Budget procedures shall comply with the provisions of M.C.A. Title 7, Chapter 14, Part 2.

SECTION 2: SPECIALIZED TRANSPORTATION ADVISORY COMMITTEE

A SPECIALIZED TRANSPORTATION ADVISORY COMMITTEE is hereby established.

1. Membership. The Advisory Committee shall consist of the following members:

a. Voting membership:

- 1) Missoula Urban Transportation District Manager (or designee)
- 2) Missoula County (Executive Officer or other appointee of the Board of County commissioners)
- 3) Missoula Aging Services (Executive Director or designee)
- 4) Missoula Office of Planning and Grants Transportation Planner (or designated representative from the Office of Planning and Grants)
- 5) Two consumer representatives, one representing persons with disabilities and one representing seniors, to be appointed by the voting members designated herein.
- 6) An administrator or designated representative from an area housing provider for persons with disabilities and seniors.
- 7) The Missoula Ravalli Transportation Management Association Director (or designee).
- 8) A representative from Medical Services as appointed by the voting members designated herein
- 9) The Assistant Director of Vocational Services at Opportunity Resources, Inc. (or designee)
- 10) The Home Community Based Services Coordinator for Persons with Disabilities and Seniors (or designee)
- 11) The Executive Director of Summit Independent Living Center (or designee)
- 12) The Missoula Developmental Services Corporation Operations Manager (or designee)
- 13) The Transportation Manager at Community Medical Center (or designee)

The voting membership shall elect a chair from its number who shall conduct all meetings of the committee.

b. Additional voting and non-voting members may be added with the approval of a majority of voters attending a meeting at which a quorum of the current voting membership is present.

2. Authority. The Specialized Transportation Advisory Committee shall serve in both an advocacy and advisory role. The MUTD Board shall seek and review the advice and recommendations of the Advisory Committee on all matters relating to the establishment of policies for the development and provision of

all services provided. The defined role of the Committee shall include the following:

- a) Review and prioritize applications for allocated transportation dollars where required by state and federal funding sources.
- b) Advise on transportation needs for seniors and persons with disabilities.
- c) Collaborate with groups or persons who have a need for transportation with the goal of solving transportation issues.
- d) Advocate on behalf of seniors and persons with disabilities.
- e) Advise MUTD on policy and budget matters that relate to persons with disabilities and seniors.
- f) Provide assistance for resource development.
- g) Insure that access to transportation continues.
- h) Provide representation on the City/County Transportation Technical Advisory Committee (TTAC).
- i) Assist in coordination efforts within Missoula County.
- j) Review appeals to the Mountain Line ADA Comparable Paratransit Service application process.
- k) Review, and recommend changes to new transportation proposals.
- l) Encourage associated organizations to seek our council on transportation issues and report pertinent information back to the Committee.

SECTION 3: FINANCIAL CONTRIBUTION

For the purposes of this Agreement, a fiscal year shall run from October 1st through September 30th. Each year, prior to the expiration of the fiscal year, MUTD and Missoula County shall discuss and the County shall appropriate such funds as are mutually agreed upon in order to assist with the current operation of the system.

MUTD shall be responsible for all vehicle and/or other capital procurements, including the local share, and may use a portion of its contribution for such capital purchases. Any property necessary for the execution of this Agreement shall be acquired by and held by MUTD. MUTD may contract with other public agencies for financial contributions, assistance and/or expanded services.

The County's contribution shall not be used for capital purchases.

The County shall advance allocated contributions to MUTD in quarterly installments.

SECTION 4: EFFECTIVE DATE, DURATION, DISSOLUTION

This Agreement shall become effective and binding thirty days following approval

and shall remain in effect until termination by withdrawal of either party by resolution of its governing body and upon giving notice in writing to the other governing body. Each party may terminate this Agreement by resolution of its governing body and upon the giving of ninety days notice in writing to the other party. The termination shall become effective at the beginning of the next fiscal year, except in the event of a failure to meet any of the financial responsibilities set forth in this Agreement, in which case termination may be effective at the end of the ninety day notice period. In the event this Agreement is dissolved, unexpended funds shall be returned to the County and MUTD on a pro rata basis and any assets obtained pursuant to this Agreement shall remain the property of MUTD.

IN WITNESS WHEREOF, the Missoula Urban Transportation District and the County of Missoula have caused this instrument to be duly executed by their proper officers on this 18th day of DECEMBER, 2001.

MISSOULA URBAN
TRANSPORTATION DISTRICT

BOARD OF COUNTY COMMISSIONERS:
Missoula County 12-19-01

Bryette M Conner
MUTD Chairperson

Barbara Evans
Missoula County Commissioner

Dana McInally
MUTD Board Member

Bin Cony
Missoula County Commissioner

Linda Tracy
MUTD Board Member

Jean Curtiss
Missoula County commissioner

APPROVED AS TO FORM
AND CONTENT:
[Signature]
Deputy County Attorney

ATTEST:
Vickie M Zuer
Clerk and Recorder

Public Notice
FFY2019 Missoula Urban Area Public Transportation Coordination Plan

This is to notify all interested parties that the public transportation providers in the Missoula urban area, under the direction of the State of Montana Department of Transportation, have established a planning framework to coordinate transportation services among transit and human service transportation stakeholders operating in Missoula's rural and urban areas.

Public comments will be heard by the Specialized Transportation Advisory Committee on January 26, 2018, at 10:30 AM in the conference room at Summit ILC, 700 SW Higgins, Missoula, MT and at the MUTD Board Meeting on February 22, 2018 at 12:00 PM at 1221 Shakespeare Street, Missoula, MT. Written comments can be submitted to Mountain Line at 1221 Shakespeare Street, Missoula, MT 59802 or via email to jlogan@mountainline.com until February 16, 2018.

Copies of the draft plan will be available at www.mountainline.com or by calling Mountain Line at 406-543-8386.

Published: January 12 & 19, 2018

8 January 2018

Eagle Watch Estates
656 Burton Avenue
Missoula, MT 59802

Kay Burton:

Mountain Line is updating the Missoula Urban Area Transportation Coordination Plan for fiscal year 2019. It affects all transportation service providers in Missoula's rural and urban areas, including Mountain Line, Opportunity Resources and Missoula Developmental Services.

Once again you are invited to participate and provide comments on the plan at the next Specialized Transportation Advisory Committee (STAC) meeting. The meeting will be held on Friday, 26 January 2018 at 10:30 AM in the Summit Independent Living Center conference room at 700 SW Higgins Avenue. Your attendance and input would be greatly appreciated.

If you are unable to attend this meeting, your comments can be sent to info@mountainline.com, faxed to (406) 543-8387, or sent to the Mountain Line offices at 1221 Shakespeare Street, Missoula, MT 59802. All comments submitted will be discussed at the aforementioned STAC meeting and must be received at Mountain Line by 18 January 2017.

If you have any questions, please feel free to call Mountain Line at 543-8386.

Thank you and we look forward to your possible participation in this process,

Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

Mineral County
P.O. Box 922
Superior, MT 59872

Commissioners:

Mountain Line is updating the Missoula Urban Area Transportation Coordination Plan for fiscal year 2019. It affects all transportation service providers in Missoula's rural and urban areas, including Mountain Line, Opportunity Resources and Missoula Developmental Services.

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If you have any questions, please feel free to call Mountain Line at 543-8386.

Thank you and we look forward to your possible participation in this process,

Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

Sanders County
1098 Blue Slide Road
Thompson Falls, MT 59873

Commissioners:

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Thank you and we look forward to your possible participation in this process,

Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

Green Taxi
1098 W Toole
Missoula, MT 59802

Jessica Murray:

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Thank you and we look forward to your possible participation in this process,

Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

Medicab
P.O. Box 1597
Missoula, MT 59806

To Whom It May Concern:

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Thank you and we look forward to your possible participation in this process,

Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

Yellow Cab
1900 1/2 W Broadway, Ste A
Missoula, MT 59808

Victor Hill:

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Thank you and we look forward to your possible participation in this process,

Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

VIP Transportation
6107 Mountainview Drive
Missoula, MT 59803-3328

To Whom It May Concern:

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Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

Greyhound Lines, Inc.
P.O. Box 660691
Dallas, TX 75266

To Whom It May Concern:

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If you have any questions, please feel free to call Mountain Line at 543-8386.

Thank you and we look forward to your possible participation in this process,

Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

Beach Transportation
825 Mount Avenue
Missoula, MT 59801-5687

Bob Mitchell:

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Thank you and we look forward to your possible participation in this process,

Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

Airport Shuttler
700 Cleveland Street
Missoula, MT 59801

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Thank you and we look forward to your possible participation in this process,

Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

Deluxe Cabs

1900 West Broadway Street, St. B
Missoula, MT 59808

To Whom It May Concern:

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Thank you and we look forward to your possible participation in this process,

Jeffrey Logan

Mountain Line Operations Manager

8 January 2018

Confederated Salish and Kootenai Tribes
P.O. Box 228
Pablo, MT 59855

Robert McDonald:

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Thank you and we look forward to your possible participation in this process,

Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

Jefferson Lines
2100 East 26th Street
Minneapolis, MN 55404

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Thank you and we look forward to your possible participation in this process,

Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

Missoula Indian Center
830 West Central Avenue
Missoula, MT 59801

Melissa Hammet:

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Thank you and we look forward to your possible participation in this process,

Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

Missoula/Ravalli Transportation Management
2820 South Higgins Avenue
Missoula, MT 59801

Lyn Hellegaard:

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Thank you and we look forward to your possible participation in this process,

Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

Missoula Development Services
Transportatio Planning Division
117 West Spruce Street
Missoula, MT 59801-5687

Jessica Morriss:

Mountain Line is updating the Missoula Urban Area Transportation Coordination Plan for fiscal year 2019. It affects all transportation service providers in Missoula's rural and urban areas, including Mountain Line, Opportunity Resources and Missoula Developmental Services.

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Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

Missoula Aging Services
337 Stephens Avenue
Missoula, MT 59801

Susan Kohler:

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Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

Opportunity Resources
2821 South Russell Street
Missoula, MT 59801

Sean Mason:

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Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

ASUM Office of Transportation
University Center, Suite 114
University of Montana
32 Campus Drive
Missoula, MT

Jordan Hess:

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Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

A.W.A.R.E., Inc.
2300 Regent Street #103
Missoula, MT 59801

Mike Shea:

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Thank you and we look forward to your possible participation in this process,

Jeffrey Logan
Mountain Line Operations Manager

8 January 2018

Bitterroot Bus
310 Old Corvallis Road
Hamilton, MT 59840

Sharna Paddock:

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Jeffrey Logan
Mountain Line Operations Manager

Specialized Transportation Advisory Committee
January 26, 2018
Meeting Minutes

Voting Members Present: Mike Mayer (Summit ILC); Jeff Logan (Mountain Line); Peter Drakos (proxy for Tom Thompson, Consumer Rep.); Amy Hill (Home & Community Based Services-CMC); Mark O'Brien (Vocational Rehabilitation/Blind & Low-Vision Services); Tara Osendorf (City of Missoula); Mike McCollough (Missoula Developmental Services Corporation); Lyn Hellegaard (Missoula Ravalli Transportation Management Association); Susan Kohler (Missoula Aging Services); Mike Shea (AWARE); Mike Divel (new representative for Opportunity Resources, Inc., replacing Joe McGraw).

Voting Members Not Present: Marcia Hauck (Missoula Manor) & Andrea Dahl (Consumer Rep.).

Others Present: Travis Hoffman (Summit ILC).

- I. Introductions and roll call**
 - a. Mike Divel introduced himself as the new representative from ORI.
- II. Public comment**
 - a. None.
- III. Approve December 1, 2017 meeting minutes**
 - a. Motion to approve minutes with no changes put forth by Mike Mayer and seconded by Tara. Motion passed.
- IV. Review & approve MUTD Coordination Plan for FFF 19 & discuss MDT capital and operating assistance grants**
 - a. Jeff reported Mountain Line requested and was approved for two MV-1 vehicles last year. These vehicles are not available. For the same price point, Mountain Line would like to request three minivans instead. The minivans are accessible and would be for Paratransit use. Mountain Line would buy the vehicles. Susan moved to approve for the Missoula Urban Transportation District to change the request from two MV-1 vehicles to three minivans in federal fiscal year 2018; Tara seconded the motion. Motion passed.
 - b. Jeff presented draft MUTD Coordination Plan for STAC members to review.
 - i. Mountain Line is requesting two vehicles this year to get to the federally approved spare ratio (20% under Federal Transit Administration guidelines).
 - ii. STAC recommended the following corrections to the plan: Headers changed to reflect correct dates; STAC member list to be updated to replace Mike Divel as ORI rep. and Tara Osendorf as City of Missoula rep., and to add Tom Thompson as consumer rep. for individuals with disabilities. Regarding ORI agency description: Mike Divel will find out if ORI still provides Sunday rides to older adults and individuals with disabilities as Susan reported Missoula Aging Services is no longer providing funding for this service. He will notify Jeff.
 - iii. Lynn motioned to approve the MUTD Coordination Plan with the corrections to dates, STAC membership, and ORI services. Mike McCollough seconded the motion. Motion approved.

V. Update on city planning efforts – presentation on new pedestrian plan

- a. Tara provided update on the Pedestrian Facilities Master Plan. The three goals are to identify existing conditions, determine how to prioritize improvements, and develop implementation strategies with the purpose of providing a safe and accessible pedestrian network within the urban area. The first goal is complete. The City is now in the second phase – prioritizing improvements. The second steering committee meeting will take place next week. Tara reviewed the overall timeline which wraps up with the plan being adopted in July 2018.
- b. Data from pedestrian survey which closed in December was presented – 559 surveys were received and largest barriers were identified.
- c. Previous sidewalk master plan looked at demand (generators), current activity, and future development. Current plan aims to incorporate an equity component, providing the most options to the largest number of people.
- d. Tara requested input from STAC on factors for helping with safe crossing.
 - i. STAC members identified the crosswalk on Russell Street by ORI as problematic, especially due to poor lighting/visibility. The cut-through on the island across from Missoula Aging Services is also unsafe – should be improved as a crosswalk or have a sign indicating no crossing.
 - ii. Susan suggested the timing of stop lights could be adjusted as it takes some pedestrians longer to get across the street than the timing of the light allows.
 - iii. STAC members voiced overall that improvements to current crossings should be the priority, with additional crossings being secondary. Tara thought a tiered prioritization system might be an option.
- e. Tara reported part of the third goal (implementation strategies) will include looking at creative funding mechanisms being used in other communities.
- f. Tara encouraged STAC members to look at the Activate Missoula website. The wiki-map allows for comments on intersections, sidewalk paths, etc. and shows data obtained in the sidewalk inventory. The next public meeting will take place on February 21st at the new Missoula Food Bank.

VI. Review & discuss latest draft city roundabout resolution

- a. Tara explained the city staff decided to take control of writing the draft to try to eliminate bias. She and Jessica looked at the state resolution adopted in 2005, along with current research, with the goal of forming a draft that was broader in scope than the previous one.
 - i. Travis Hoffman noted the new draft resolution incorporates many of the comments from STAC. He had one suggestion for an edit which would put roundabouts at the same level of other options. Other STAC members agreed with this proposed change.
- b. Next roundabout policy meeting will take place Monday, January 29th at noon.

VII. Other business

- a. None.

VIII. Announcements

- a. None.

IX. Schedule next meeting

- a. Friday, February 23rd, 10:30 a.m. at Summit ILC.



MUTD Board Staff Report

To: Board of Directors
From: Vince Caristo, Project Management Specialist
For Board Meeting: February 22, 2018
Subject: Procurement Procedures Manual

<i>Attachments</i>
1. MUTD Procurement Procedures Manual

Recommendation: Accept and approve the Procurement Procedures Manual as District policy.

Discussion: The District is required to ensure compliance with various state, federal, and local laws regarding the procurement of goods and services. These laws and regulations are designed to minimize the emergence of corrupt, unethical, and illegal practices, and to ensure that the District uses public funds fairly and efficiently.

The District's Procurement Policy was last updated in September 2013. As a result of the FY 2016 Triennial Review, the District was instructed to revise its procurement policies to address several deficiencies, including: potential organizational conflicts of interest; improper use of qualifications-based procurement procedures; lacking required justifications and documentation for noncompetitive awards; insufficient solicitation elements; improper FTA clauses; improper use of liquidated damages; improper independent cost estimate determination; lacking cost/price analysis; Pre/Post Delivery audits not properly conducted.

Due to the extent of the requested changes, staff decided to completely re-write the procurement policies and institute new procedures. A draft of the manual was submitted to FTA Region 8 staff in April 2017. Comments were received back in December 2017, and final edits were made since that time.

The District has developed the new Procurement Procedures Manual with the goal of integrating procurement best practices into the agency's overall business strategy. Effective implementation of the Manual will enable the District to lower costs, improve quality of service, respond to changing market and regulatory conditions, and enhance its overall reputation with the public and its funding partners.

Financial Impact: None.



Procurement Procedures Manual

Missoula Urban Transportation District

dba Mountain Line

1221 Shakespeare St

Missoula, MT 59802

Scheduled for Adoption:

February 22, 2018

Amended:

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Section 1: Procurement Overview

1.1 Introduction

The Missoula Urban Transportation District (the District) is required to ensure compliance with various state, federal, and local laws regarding the procurement of goods and services. These laws and regulations are designed to minimize the emergence of corrupt, unethical, and illegal practices, and to ensure that the District uses public funds fairly and efficiently. However, they are also complex, detailed, and constantly changing. Therefore, in order to facilitate consistent implementation and continuing compliance, it's critical that the District develops comprehensive procurement procedures that are tailored to its own organizational needs.

The District has developed the Procurement Procedures Manual (the Manual) with the goal of integrating procurement best practices into the agency's overall business strategy. Effective implementation of the Manual will enable the District to lower costs, improve quality of service, respond to changing market and regulatory conditions, and enhance its overall reputation with the public and its funding partners.

1.2 About the District

The District was created by voters in 1979 to provide public transportation services in the Missoula area. It is a separate legal entity from either the County or City of Missoula local governments, as allowed by Title 7, Chapter 14, Part 2, MCA. The District is governed by a seven-member Board of Directors, whose membership is appointed by the City Council and the Board of County Commissioners. The District's boundaries, which are changed according to the mutual consent of individual property owners and the Board of Directors, currently encompass about 36 square miles.

1.3 Regulatory Framework

As a recipient of grant funding from the Federal Transit Administration (FTA), the District must comply with the applicable federal laws and regulations, including but not limited to:

- 49 U.S.C. Chapter 53
- 49 C.F.R. Parts 601-699
- 49 C.F.R. Parts 1-99

The Manual has been developed in close consideration of the guidance offered by FTA's 'Circular 4220.1F' and 'Best Practices Procurement and Lessons Learned Manual', both of which were developed to assist recipients in complying with the above laws and regulations.

1.4 Applicability

The Manual applies to all procurement activity conducted by the District, regardless of funding source. We believe that instituting consistent procedures for all procurements will facilitate better compliance, and is in the best interest of the District and its constituents.

In the event that a procurement activity or situation is partially or wholly unaddressed by the Manual, the District shall defer to the guidance, laws, and regulations listed in Section 1.2, and to the staff at the FTA's Region 8 office.

In the event of a conflict between the requirements of state, federal, local or agency regulations, the District will follow the most restrictive regulation.

1.5 Organizational Structure

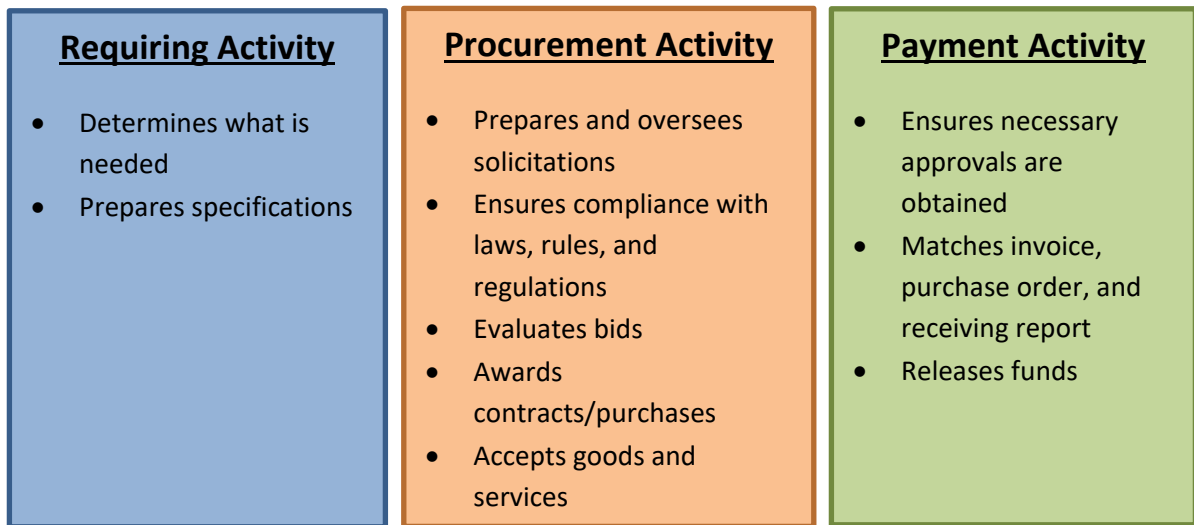
The District recognizes that achieving full and open competition in its procurement activities, the overarching goal of federal procurement requirements, begins with a well-planned organizational structure and delegation of authority. In light of this, the following principles underpin the District's organizational structure and delegation of authority relating to procurement:

1. Clear Delegation of Authority to Qualified Individuals. No employee should undertake any procurement function without clearly delegated authority and necessary training.
2. Centralized Procurement Function. It is easier for an entity to manage its procurement responsibilities if most of the decisions and contractual actions are concentrated in one or more experienced individuals.
3. Autonomous Procurement Functions. When procurement responsibilities are executed without the undue influence of an agency's internal users of the goods or services, it enables an unbiased consideration of procurement requirements and agency needs.
4. Internal Controls. Institutionalized checks and balances enable an agency to control the propriety of its own actions, rather than relying on external reviews.

1.6 Roles and Responsibilities

Procurement can be divided into three distinct functions: the *requiring* activity, which determines what is needed; the *procurement* activity, which selects and purchases goods and services to meet the need; and the *payment* activity, which releases funds. Checks and balances, or ‘internal controls’, are created when these three functions are autonomous and independently occurring within an agency. Figure 1 provides more detail on the roles and responsibilities associated with each procurement function.

Figure 1. *Three Distinct Procurement Functions*



The delegation of procurement authority among staff persons within the District is determined by the size and type of the procurement, as shown in Table 1. In general, the General Manager and Department Managers are responsible for determining what goods and services are needed (the *requiring* activity), the Project Management Specialist is responsible for selecting and purchasing goods and services (the *procurement* activity), and the Finance & Administration Department is responsible for verifying approvals and making payments (the *payment* activity).

In order to facilitate efficient business functioning, for individual purchases of \$3,500 or less, the General Manager and Department Managers may delegate authority for determining agency needs, and for selecting and purchasing goods and services, to non-management staff persons. For example, the Operations Manager may authorize the Lead Mechanic to determine needed parts and place individual orders of \$3,500 or less. In order to manage the risks associated with this decentralized arrangement, the delegation of project-specific procurement authority to non-management staff will be

determined on an annual basis (Section 1.8), and all staff will receive the necessary training to ensure compliance with the procedures in this Manual (Section 1.7).

Table 1. Delegation of Procurement Authority

Procurement Level	Requiring Authority	Procurement Authority	Payment Authority
<p>\$3,500 or less</p> <p>'Micropurchases'</p>	<p>General Manager</p> <p>Finance & Administrative Manager</p> <p>Operations Manager</p> <p><i>Project-Specific Authority Granted to Individuals in Annual Procurement Plan</i></p>	<p>General Manager</p> <p>Finance & Administrative Manager</p> <p>Operations Manager</p> <p><i>Project-Specific Authority Granted to Individuals in Annual Procurement Plan</i></p>	<p>Finance & Administrative Manager</p> <p>Administrative Supervisor</p> <p>Administrative Services Assistant</p>
<p>Over \$3,500</p> <p>'Small and Large Purchases'</p>	<p>General Manager</p> <p>Finance & Administrative Manager</p> <p>Operations Manager</p>	<p>Project Management Specialist</p>	<p>Finance & Administrative Manager</p> <p>Administrative Supervisor</p> <p>Administrative Services Assistant</p>

1.7 Staff Training and Education

The effective implementation of this Manual depends on the individuals who undertake procurement activities. Each individual that is assigned procurement authority (Table 1) must have a working knowledge of the requirements and procedures set forth in this Manual, as well as the underlying principles, laws, and regulations. In particular, it is essential that individuals authorized to make purchases less than \$3,500, without prior consultation of the Project Management Specialist, understand the applicable laws and regulations and the District’s procedures associated with such procurement actions.

The General Manager will ensure that each employee who undertakes procurement activities receives training provided from the Project Management Specialist, or from

another qualified source, on an annual basis. This training will be documented in the Annual Procurement Plan.

1.8 Annual Procurement Plan

The Project Management Specialist, in coordination with the General Manager and the Management team, shall prepare an Annual Procurement Plan at the beginning of each fiscal year. The purpose of the plan is to:

1. Identify opportunities to consolidate recurring micro-purchases into competitive procurements.
2. Prepare a schedule for competitive procurements.
3. Identify any non-management staff that are authorized for procurement activity below the \$3,500 threshold, and the specific programs or projects for which they are authorized.
4. Document that all individuals with procurement responsibilities have received appropriate training, or provide a plan for providing such training (Section 1.7).
5. List all open contracts, their status, and individuals authorized to approve payments on the contract.
6. Certify that the Procurement Procedures Manual has been updated to reflect any applicable changes in laws or regulations at the state, federal, or local levels, and any applicable personnel or policy changes within the District, or provide a plan for completing the necessary updates.

The Annual Procurement Plan will require each department to review its prior year's purchasing activity, and to anticipate its purchasing requirements in the forthcoming year. It should lead to significant benefits for the District, including better pricing and improved project execution. It will also ensure better utilization of staff procurement resources and the regular evaluation of procurement policies and procedures.

Section 2: General Procurement Requirements

2.1 Types of Purchases

Each of the District’s purchases can be assigned to one of the seven categories described in Table 2, in order to assist in identifying the applicable federal regulations.

Table 2. *Types of Purchases*

Category	Description	Examples
Professional Services	Technical or consulting services intended to produce a specific product, or to supplement the expertise of the District.	<ul style="list-style-type: none"> • Marketing Services • IT Managed Services • Accounting Services • Long Range Planning • Other Non-A&E Consulting Services
Materials, Supplies, and Equipment	General purpose items necessary for day-to-day business functions.	<ul style="list-style-type: none"> • Tools • Fuel • Office Supplies • Computers and IT equipment
Architecture & Engineering	Services of associated with the design, construction, alteration, or repair of real property.	<ul style="list-style-type: none"> • Engineering drawings for bus stop reconfigurations • Architectural design services
Operations and Management	Transit related services under a contractual agreement.	<ul style="list-style-type: none"> • Contract with a public transit provider • Contract with a Mobility Coordinator • Contract for program management • Contract for call center brokerage
Construction	Services for design and construction of transit related facilities.	<ul style="list-style-type: none"> • Transit Facility • Bus Wash • Transit Hub • Rehabilitation or Expansion of Transit Facilities
Revenue Vehicles	Vehicles intended to carry passengers in revenue service.	<ul style="list-style-type: none"> • Buses • Cut-aways • Vans
Non-Revenue Vehicles	Support vehicles not intended for revenue service.	<ul style="list-style-type: none"> • Service vehicles • Utility trucks • Maintenance vehicles

2.2 Credit Card Use

The use of credit cards is governed by the District's Credit Card Policy.

2.3 Purchase Orders and Purchase Contracts

The District requires a legally binding agreement, in the form of a purchase order or contract, to be signed and executed by the General Manager for all procurements **over \$500**.

The District uses a unilateral purchase order form that does not require the supplier to sign and return a copy. A purchase order is issued to a supplier by the individual with procurement authority for a particular purchase, indicating the types, quantities, and agreed prices for products or services that the supplier will provide to the District. When received and accepted by the supplier, the purchase order becomes an agreement between the District and the supplier, having the same force and effect as a formal contract.

A contract may be used in place of a purchase order at the discretion of the General Manager.

2.4 Approval of Board of Directors

The General Manager is not authorized to execute a purchase order or contract **over \$15,000** without the express prior consent of the Board of Directors. However, in the case of an emergency, the General Manager may authorize necessary purchases of any size and obtain Board approval retroactively. An emergency is defined as a real and present threat to the District's property, employee welfare, or the provision of transit service which cannot be reasonably alleviated without the purchase in question. A Declaration of Emergency detailing the exigency of the situation must be submitted to the Board of Directors for each emergency purchase approved by the General Manager without their prior consent.

2.5 Summary of General Agency Requirements

Table 3. *General Agency Requirements*

Procurement Level	Description	Purchase Order	Credit Cards	Board Approval
\$500 or less	Micropurchase	No	Yes	No
\$3,500 or less	Micropurchase	Yes	Yes	No
\$15,000 or less	Small Purchase	Yes	No	No
\$150,000 or less	Small Purchase	Yes	No	Yes
Over \$150,000	Large Purchase	Yes	No	Yes

2.6 Requirements for Micropurchases (\$3,500 or less)

A micropurchase is defined by a threshold determined by the Federal Acquisition Regulation (FAR), which is currently set at \$3,500. Periodically, this threshold is adjusted for inflation. For purchases below this threshold, procurement requirements are designed in consideration of the administrative cost of verifying price reasonableness versus the potential savings from detecting instances of overpricing. The following requirements apply:

- The price must be determined to be fair and reasonable, based on recent research, experience, or purchases. Purchases can be made without obtaining competitive quotations.
- Purchases must be distributed equitably among qualified vendors.
- Purchases cannot be broken down into smaller parts merely to avoid the requirements that apply to purchases over the micropurchase threshold (known as “splitting”).

2.7 Requirements for Small and Large Purchases (Over \$3,500)

Full and Open Competition

The District requires that all procurements are conducted in a manner providing for full and open competition. The principle of full and open competition has one primary and two secondary purposes. The primary purpose is to obtain the best quality and service at minimum cost (“best buy”). The secondary purposes are to guard against favoritism and profiteering at public expense, and to provide equal opportunities to participate in public business to every potential proposer. The District considers the following practices to be restrictive of competition:

- Unreasonable requirements placed on firms in order for them to qualify to do business with the District;
- Unnecessary experience requirements;
- Excessive bonding requirements;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive awards to any person or firm on retainer contracts;
- Restrictive use of brand names;
- Any arbitrary action in the procurement process;
- Geographic preferences;
- Organizational Conflicts of Interest; and
- Prohibitive or restrictive type contracts.

Organizational Conflicts of Interest

An organizational conflict of interest exists when work performed by a contractor may result in an unfair competitive advantage for the contractor, or impair the contractor’s objectivity in performing its contract). Common situations that must be safeguarded against include:

- When a contractor has access to information that has not been made available to the public, which enhances the contractors position in a procurement process; and
- When a contractor is allowed to write specifications or statements of work and then compete for a future contract based on those specifications.

The District must avoid taking any action that might result in or create the appearance of an organizational conflict of interest. Each member of the Board of Directors signs a conflict of interest declaration each year. The District may mitigate real or apparent

conflicts of interest by placing restrictions on the involvement in a procurement process by contractors, employees, or board members.

Written Record of Procurement History

The District must maintain records to detail the history of procurement. The FTA's Procurement Best Practices Manual recommends that agencies maintain records for three years following project completion. Some examples of documentation to maintain in a written record of procurement history include:

- Purchase request, acquisition planning information and other pre-solicitation documents;
- Rationale for the method of procurement (i.e. RFP, Sole Source, etc.);
- Independent cost estimate;
- Copy of the solicitation, all addenda and all amendments;
- List of firms & individuals solicited;
- Copies of published notices of proposed contract action;
- A summary of offers or quotes received;
- Reasons for contractor selection or rejection;
- Determination that contractor is responsive and responsible;
- Determination that price is fair and reasonable including an analysis of the cost and price data;
- Notice of award;
- Notice to unsuccessful offerors and record of any debriefing;
- Record of any protest;
- Required insurance documents, if any; and
- Notice to proceed.

Clear, Accurate, and Complete Specifications

The District is required to provide an adequate and realistic specification or scope of work for every procurement. They must be detailed, clearly written and reviewed for accuracy and clarity prior to being released for bids or proposals.

All solicitations, regardless of dollar amount, must identify all of the requirements that vendors must fulfill, and all other factors to be used in evaluating bids or proposals. This ensures that procurements are awarded in a fair and equitable manner.

Form 2 (pg A-3) details the process for preparing a specification or scope of work.

Independent Cost Estimate

For all procurements, the District must prepare an unbiased cost estimate in advance of receiving bids in order to establish a clear basis for analysis of cost or price. The independent cost estimate is developed based on product knowledge, experience, or market status, and is used in performing price and cost analysis later on in the procurement process.

Form 3 (pg A-5) details the process for conducting an Independent Cost Estimate.

Cost or Price Analysis

The District must perform a price or cost analysis in conjunction with every procurement action, including contract change orders, in order to document that the price to be paid by the District is fair and reasonable. The type and degree of analysis depends on the facts of the situation:

- **Price analysis.** The usual procedure for most procurements. A price analysis is an evaluation of the offeror's price relative to the prices being offered by other vendors and being paid by the general public for the same or similar items.
- **Cost analysis.** A cost analysis will be required whenever a price analysis cannot be performed. This is typically for items that are not commercially available to general public, or where price competition is otherwise lacking. A cost analysis entails the review and evaluation of the separate cost elements and the proposed profit of an offeror's cost proposal.

Form 8 (pg A-23) details the process for conducting an Independent Cost Estimate.

Award to Responsible Contractors

The District is only to award contracts to contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Responsibility determination factors include whether the prospective contractor has:

- The appropriate financial, material, equipment, facility and personnel resources and expertise (or the ability to obtain them) necessary to indicate its capability to meet all contractual requirements;
- The capability to comply with the required delivery schedule considering all their existing business commitments;

-
- A satisfactory record of performance – prior to awarding the contract, agencies must verify the vendor is not excluded from receiving federal contracts by searching a government website (www.sam.gov);
 - A satisfactory record of integrity;
 - Legal qualification to contract with Grant Partner; and supplied all necessary information in connection with the inquiry concerning responsibility.

Federal Requirements

All third-party contracts involving the use of federal funds are subject to applicable federal clauses and requirements. Notice of the required federal clauses, requirements, and certifications must be included at the time of the solicitation of bids or offers, as well as in final contract or purchase order documents.

Form 4 (page A-6) and Appendix B (pg B-0) detail the process for ensuring compliance with the applicable federal requirements. Appendix B is available for public review at <http://www.mountainline.com/about-mountain-line/doing-business/>, and may be referenced in solicitations.

2.8 Protest Procedures

A protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process. The General Manager will consider all protests, with the understanding that the integrity of the procurement office as well as the District itself may be at stake. If verbal objections are raised, but not resolved to the satisfaction of the objector, a written protest will be required.

For all Sealed Bid or Competitive Solicitation procurements, the Project Management Specialist will ensure that the protest procedures detailed in this section are included in the solicitation.

Grounds for Protest

A protest with the District may be filed by any interested party on the grounds that:

- The District has failed to comply with its procurement procedures;
- The District has failed to comply with the terms of the solicitation in question, including the failure to adhere to the evaluation criteria set forth in the solicitation, if applicable;
- The District has issued restrictive or discriminatory specifications; or,
- Award is made to other than the lowest responsive and responsible bidder on formally advertised (IFB) procurements.

Protest Contents

Written protests should be concise, logical, and clearly state the grounds for the protest. They must include the following information:

- Name, address, and telephone number of protestor
- Identification of the solicitation or contract number
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents
- A statement as to what relief is requested.

All protest documents received by the General Manager shall be stamped with date and time received and logged into a file folder with a copy to the Master File.

Pre-Bid and Pre-Award Protests

Protests addressing the solicitation process or the solicitation documents, including the specifications, must be received by the General Manager within seven (7) calendar days of the decision to award a contract. Thereafter, any protest based on such grounds will not be considered.

Post-Award Protests

Protests addressing the approval or award, including the evaluation of bids or proposals, must be received by the General Manager within five (5) days after the decision to award a contract. Thereafter, any protest based on such grounds will not be considered. The District will notify all unsuccessful bidders or proposers of its intent to award a contract at the same time it notifies the successful bidder or proposer.

Protest Response

The District will notify the protestor within 3 days of receipt that the protest is being considered.

Upon receipt of a timely protest regarding the solicitation process, the District will postpone the opening of bids until resolution of the protest. The filing of the protest will not, however, change the date on which bids are due, unless otherwise noticed by the District.

Upon receipt of a timely protest regarding the evaluation or award, the District will suspend contract approval or other pending action until resolution of the protest, unless the General Manager determines in writing that:

- The items to be procured are urgently required; or
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make prompt award will otherwise cause undue harm to the District or the State or the Federal Government.

Protest Decision

The decision of the General Manager shall be issued in writing within fourteen (14) days of receipt of the protest, and shall be the final binding agency action. If the protest is upheld, the District will take appropriate action to correct the procurement process, such as a re-solicitation, revised evaluation, or termination of contract. If the protest is denied, the District will proceed with its procurement process.

The Federal Transit Administration will only entertain a protest that alleges the District failed to follow their protest procedures and such a protest must be filed in accordance with FTA Circular 4220.1F.

Section 3: Detailed Procurement Steps

3.1 Procurement Steps for Micropurchases (\$3,500 or less)

Step 1: Determine the item and quantity to be purchased.

Step 2: Contact vendors to solicit prices, either orally or written. You may obtain multiple competitive quotes, but you are not required to do so.

Step 3: Determine the price is fair and reasonable.

- Document this determination by completing Form M1: **Micropurchase Price Determination.**

Step 4: If the purchase is over \$500, obtain a signed purchase order or purchase contract from the General Manager (see Section 2.2).

Step 5: Place the order. If a purchase order or contract was obtained, transmit this document to the vendor in order to place the order.

Step 6: Submit the invoice or receipt, and Form 1a, to the Finance & Administration Department for payment.

3.2 Procurement Steps for Small and Large Purchases (Over \$3,500)

Step 1: Confirm the Need and Resources

- Complete Form 1: **Procurement Request for Small and Large Purchases**

Step 2: Prepare the Technical Specifications or Scope of Work.

- Complete Form 2: **Technical Specifications/Scope of Work**

Step 3: Prepare an Independent Cost Estimate

- Complete Form 3: **Independent Cost Estimate**

Step 4: Identify required Federal Clauses, Requirements, and Certifications

- Complete Form 4: **Required Federal Clauses, Requirements, and Certifications** *(only if federal funds will be used)*

Step 5: Choose the Solicitation Method

- Complete Form 5: **Documentation of Solicitation Method**

Step 6: Execute the Solicitation

Complete *one* of the following forms:

- Form 6a: **Documented Quotations**
- Form 6b: **Sealed Bids**
- Form 6c: **Request for Proposals (RFP)**
- Form 6d: **Qualifications Based (Architecture/Engineering)**
- Form 6e: **State Cooperative Purchase**
- Form 6f: **Piggyback Procurement**
- Form 6g: **Sole Source**

Step 7: Evaluate Offers

- Complete Form 7: **Evaluation of Offers**

Step 8: Conduct a Price or Cost Analysis

- Complete Form 8: **Price or Cost Analysis**

Step 9: Award the Contract

- Complete Form 9: **Award Documentation**

Step 10: Finalize PO or Contract

- Complete Form 10: **Contract Execution and Administration**

Step 11: Contract Administration

- Follow guidance in Section 4

Section 4: Contract Administration

4.1 Roles and Responsibilities

For every procurement, the District should identify a person or persons within the agency to oversee the contract and to be responsible for ensuring that the product or services are received in full. This person(s) will need to understand the nature of the solicitation, what was agreed to as part of the negotiations, and the structure and substance of the contract. They will be responsible for the following duties throughout the performance of the contract:

- Coordinating with the vendor;
- Engaging other District staff as necessary to execute the project;
- Approving invoices and ensuring they are paid by the District;
- Executing contract change orders or modifications, in coordination with the Project Management Specialist;
- Handling disputes;
- Documenting the progress, deliverables reached and decisions made;
- Documenting areas of noncompliance and determine corrective actions with the vendor; and
- Maintaining key documents in the contract administration file, such as the executed contract, project deliverables, and documentation necessary to review, approve, and pay invoices.

4.2 Documentation

For Micropurchases

Documentation maintained by the Finance and Administration Department for each micropurchase will include the following items:

- Invoice, or receipt
- Certification of price reasonableness
- Any records of grant reimbursement

For Small and Large Purchases

Documentation maintained by the Finance and Administration Department will include the following items:

- Purchase order or contract
- Invoices or receipts
- Change orders
- Disputes
- Records of grant reimbursements

Documentation maintained by the Project Management Specialist will include the following items:

- Procurement Request
- Specifications
- Independent Cost Estimate
- Federal Clauses and Requirements
- Solicitation and justification of solicitation method
- Evaluation of Offers
- Price or Cost Analysis
- Award Recommendation
- Contract or Purchase Order
- Disputes
- Key correspondence with vendors
- Invoices

4.3 Change Orders

Any additions, deletions, or changes to a made contract during its performance must be evaluated by the Project Management Specialist, regardless of the size of the change or the size of the original contract. A price or cost analysis must be conducted for all change orders (even for deleted work). Changes that are determined to be outside the scope of the original contract will need to be treated as an independent procurement action.

For all change orders, complete Form 10 (Change Order Form).

4.4 Options

When considering whether to execute a contract option, a thorough review of the original contract is necessary to determine whether this can be done validly or whether a new solicitation is needed. If a new solicitation is needed, it should be started before the current contract expires.

If the contract has an option year(s), verify and document the following:

-
- The price for the current year is fair and reasonable. Check contract to see if there is an escalator/de-escalator based on Consumer Price Index (CPI). If CPI is the only factor and the contractor is willing to extend the contract for another year at the existing price, submit written documentation supporting that decision.
 - If the contractor does not agree with the price, then procurement must be resolicited.
 - Whether the contractor has performed as required in the contract. If not, consider resoliciting for a contractor that can perform satisfactorily.
 - The statement/scope of work for the next year. Check with all personnel that may be affected by the contract to verify completeness of the statement of work. Keep in mind, the scope of work must be consistent with the contract and should not include scope creep or cardinal changes.
 - Signed federal certifications for each option year.

4.5 Closeout

The following checklist can be used as a general guide when closing out a contract:

- Confirm that all contractual obligations have been completed
- Confirm that no claims, issues, or unresolved matters exist on the contract
- Confirm that all contractor invoices have been submitted and paid
- Communicate to contractor that the contract has been reviewed and is complete
- Verify that the contract file includes:
 - An updated copy of the contract
 - Any contract amendments
 - All original signatures for all file documents, including invoices, letters to contractor, etc.
 - All change orders

Appendix A: Forms



Form M1: Micropurchase Price Determination

This or an equivalent form must be completed by the procuring individual for all micropurchases of \$3,500 or less.

I hereby determine the price to be fair and reasonable

based on at least one of the following:

- Obtained from current price list
- Commercial market sales price from an advertisement
- Regulated rate (utility)
- Obtained from current catalog
- Personal knowledge of the item to be procured
- Similar in related industry
- Other:

I also certify that there is:

- Equitable distribution among qualified suppliers
- No splitting of this procurement to avoid competition requirements

Completed by (Print Name): _____

Signature: _____

Date: _____



Form 1: Procurement Request
All purchases over \$3,500

Procurement Title: _____

Type of Purchase:

- Professional Services
- Operations and Management
- Construction
- Materials, Supplies, and Equipment
- Architecture & Engineering
- Revenue Vehicles
- Non-Revenue Vehicles

Type of Contract: New Option Modification or Change Order

Anticipated Funding Source: Federal _____(type) Non-federal _____ (type)

Funding Year: _____

Estimated Cost: \$ _____

General Description:

Finance Manager (Print Name): _____

Signature: _____

Date: _____

General Manager (Print Name): _____

Signature: _____

Date: _____



Form 2: Technical Specifications/Scope of Work

All purchases over \$3,500

Instructions: Complete this form and attach any additional documentation as necessary.

Procurement Title: _____

Background: A 'Technical Specification' or 'Scope of Work' clearly describes the product or services to be procured in terms which will permit full and open competition and which will meet the District's established needs. Specifications may describe in detail the precise features of the product or service desired, may simply describe the performance of the end product or result, or some combination of the two approaches.

Requirements:

- Attach a detailed list or written narrative of the requirements for the product or services being procured, including quantities, technical features or performance specifications, and delivery dates / deadlines.

Liquidated Damages: Liquidated Damages are a specific sum of money stipulated as the amount to be recovered for each day of delay in delivery or completion of the project. They are not intended to be a penalty, but instead should represent a realistic forecast of what the actual damages are likely to be. They are widely used in construction contracts and sometimes in supply and service contracts, but should be used with care as they will increase cost to the District. Contracts with liquidated damages clauses should also contain "excusable delay" clauses.

- No liquidated damages are necessary for this procurement.
- Liquidated damages are included in the technical specifications / scope of work for this procurement.

Quantities: Procurements must be limited to the amount of goods and services required to meet the District's reasonably expected needs, including all contract options. This may take the form of a range that specifies both minimum and maximum quantities.

- The quantities described in the technical specifications / scope of work represent the amount of good and services required to meet the reasonably expected needs of the District

Evaluation Criteria (choose one):

- Price only
- "Best Value". Provide a list of the criteria that will be used in evaluating offers, including their relative weights or order of importance. Common criteria include past performance, technical factors, key personnel, and price. If precise weights are not given, indicate whether price is approximately equal to, less than, or greater in importance than non-price factors as a whole.

Brand Names: The use of brand names in a specification tends to restrict competition and give the impression that the contract is intended for the sole benefit of one or a few providers. If use of a brand name is necessary, the District must allow offerors an opportunity to substitute the brand name with an “an equal” product. If it is not possible to accept “an equal” substitute, and competition does not exist for the brand name product, and the procurement must be processed as a sole-source procurement. No liquidated damages are necessary for this procurement.

- The technical specifications or statement of work **DOES NOT** include the use of any brand names.
- The technical specifications or statement of work includes the following use(s) of brand names:
_____ (i.e. ‘Energizer batteries, or equivalent’).

Consultants: When a consultant is used to prepare or assist in the preparation of specifications and statements of work, care must be taken to ensure that the consultant is not biased towards particular products or firms with which he has a business relationship or financial interest. In addition, because they would have an unfair competitive advantage, consultants should not be allowed to compete on procurements for which they prepared specifications.

- Consultants or contractors **WERE NOT USED** to assist in the development of the technical specifications or statement of work.
- The following consultant or contractor assisted in the development of the attached technical specifications or statement of work: _____

Completed by (Print Name): _____

Signed: _____

Date: _____



Form 3: Independent Cost Estimate (ICE)
All purchases over \$3,500

Procurement Title: _____

Instructions: Complete this form and attach any additional documentation as necessary.

Background: An ICE must be completed for every procurement action whose value exceeds the micro-purchase threshold, including contract change orders, before receiving bids or proposals. An ICE serves as a benchmark for evaluating the reasonableness of a supplier's proposed costs or prices. The ICE should be an independent assessment of what you would expect to pay for a product based on a reliable source such as publicly published price lists, recent procurements, or a market survey of other transit agency procurements.

Type of Contract: New Option Modification or Change Order

Method of Cost Estimate:

- Publicly published price lists
- Recent procurements
- Outreach or market survey of other transit agency procurements
- Other

Outside Parties: If any outside party assists in developing the ICE, appropriate steps must be taken to ensure that organizational conflicts of interests are avoided and that the outside party does not obtain a competitive advantage from their advance knowledge of the cost estimate.

- No outside parties** provided assistance in the development of this ICE.
- The following individuals or firms provided assistance in the development of this ICE, and steps were taken to avoid an organizational conflict of interest (attach description):

Documentation:

- Attach a summary analysis of price quotes gathered from research.

Cost Estimate: \$ _____ (low) to \$ _____ (high) per unit / total cost

Completed by (Print Name): _____

Signed: _____

Date: _____



Form 4: Required Federal Clauses, Requirements, and Certifications

All purchases over \$3,500 involving the use of federal funds

Procurement Title: _____

Estimated Contract Total: \$ _____

Instructions: Complete this form and attach any additional documentation as necessary for all procurements that will involve the use of federal funds.

Background: All third-party contracts involving the use of federal funds are subject to applicable federal clauses, requirements, and certifications. The successful contractor is expected to be familiar with and meet all stated or otherwise applicable federal clauses and standards.

The full text of all clauses, requirements and certifications should be obtained from the most recent version of MUTD’s document, ‘Federal Clauses and Certifications for FTA Funded Procurements’ (Appendix B), or from “Procurement Pro,” an online procurement management system produced by National RTAP.

In addition, the District’s tool ‘MUTD Federal Clauses and Certifications Tool.xlsx’, may be used to complete this form.

Type of Purchase: Professional Services Architecture & Engineering Operations and Management
 Revenue Vehicles Non-Revenue Vehicles Construction Materials, Supplies, and Equipment

Applicability:

Attach a checklist indicating which federal clauses, requirements, and certifications apply to this procurement.

Notice:

Remember to provide notice of the applicable federal clauses, requirements, and certifications in the solicitation document, by including the full text or a link to http://www.mountainline.com/wp-content/uploads/2017/07/MUTD-Federal-Clauses-and-Certifications_Master_July-2017.pdf (see Form 6)

Requirements:

Attach the full text of the required federal clauses and requirements that will apply to the contract or purchase order.
 Attach the federal certifications that apply to this procurement (not executed)

Completed by (Print Name): _____

Signed: _____

Date: _____



Form 5: Documentation of Solicitation Method

All purchases over \$3,500

Procurement Title: _____

Estimated Contract Total: \$ _____

Description of Solicitation Methods:

<u>Solicitation Method</u>	<u>Description</u>	<u>Applicability</u>	<u>Form</u>	<u>Selection</u>
Documented Quotations	Relatively simple process in which written or informal quotes are obtained from an adequate number of sources, and are evaluated on price.	\$150,000 or less	6a	<input type="checkbox"/>
Sealed Bids	A competitive process in which proposals are evaluated on price. Ideal for the procurement of materials, equipment, or supplies, where specifications can be clearly, adequately, and realistically defined.	Required for contracts > \$150,000	6b	<input type="checkbox"/>
Request for Proposals (RFP)	A competitive process in which proposals are evaluated on a combination of price and other factors. Ideal for large and/or complex procurements where the use of sealed bid procedures would be inappropriate.	Required for contracts > \$150,000	6c	<input type="checkbox"/>
Qualifications Based	A competitive process in which proposals are evaluated based on qualifications, irrespective of price.	Required for A&E contracts, regardless of size	6d	<input type="checkbox"/>
State Cooperative Purchase	Simplified process to purchase vehicles or other goods through a state price agreement. Federal law allows purchase from other state lists.	> \$3,500	6e	<input type="checkbox"/>
Piggyback Procurement	Use of contract options approved by other government entities for goods/services.	> \$3,500	6f	<input type="checkbox"/>
Sole Source	Used when full and open competition is not possible.	> \$3,500	6g	<input type="checkbox"/>

Documentation:

Attach additional documentation as needed.

Completed by (Print Name): _____

Signed: _____

Date: _____



Form 6a: Documented Quotations

All purchases \$150,000 or less

Procurement Title: _____

Instructions: Complete this form and attach any additional documentation as necessary.

Background: Documented quotations are obtained informally from vendors through written or oral means. With this procurement method, quotes are evaluated based on price. FTA recommends solicitation of at least three (3) firms to ensure an adequate level of competition.

Solicitation Content: In the course of your oral or written solicitations, the vendor shall be made to clearly understand the technical specifications or scope of work (Form 2), and the applicable federal requirements (Form 4).

Splitting:

This procurement was not divided or split in order to avoid competition requirements

Geographic Preferences:

Care was taken to avoid preferences for offerors based on their geographic location

Firms Solicited:

Firm	Date	Method (circle one)	Quote Received?

Completed by (Print Name): _____

Signed: _____

Date: _____



Form 6b: Sealed Bids

Sealed Bids or Request for Proposals required for purchases over \$150,000

Procurement Title: _____

Instructions: Complete this form and attach any additional documentation as necessary.

Background: Sealed bidding is a competitive process in which a fixed-price contract is awarded to the responsible bidder whose bid meets the technical requirements and is the lowest price. This procurement method does not allow for the consideration of non-price factors that would enable an agency to pay a premium for quality. Discussions with bidders after bids have been submitted are expected to be unnecessary.

Applicability: Sealed bidding is allowed for procurements of any size, but the relative complexity of the process must be weighed against the expected benefits. The items listed below describe the circumstances that indicate a sealed bid process may be the most appropriate procurement method. Check all that apply to this procurement.

- A complete, adequate, precise, and realistic specification or purchase description is available
- Two or more responsible bidders are willing and able to compete effectively for the business
- The procurement generally lends itself to a firm fixed price contract
- The successful bidder can be selected on the basis of price and those price-related factors such as transportation costs, life cycle costs, and expected discounts

Solicitation Content: With sealed bids, it's critical that the solicitation defines the product or service completely, clearly, accurately, and unambiguously as possible. At a minimum, each solicitation document should include the following elements:

- Solicitation name or number for reference
- Contact information
- Technical Specifications or Scope of Work (see Form 2)
- Federal Clauses, Requirements, and Certifications (see Form 4)
- Protest Procedures (see Section 2.8)
- Bid Form or Submittal Requirements
- Date, time, and place bids are to be received (online submission is acceptable)
- Space for bidders to acknowledge any amendments to the solicitation
- Space for the firm to sign and date the bid

Pre-Bid Conference: Pre-bid conferences with prospective bidders are not required, but can be a time-effective way to equitably convey information, particularly for complex solicitations or those with significant interest from vendors.

- A pre-bid conference is scheduled to occur at the District's offices, 1221 Shakespeare St, on the following date and time: _____

Public Notice: For procurements over \$150,000, FTA requires that the grantee publicly advertise the procurement in order to notify prospective offerors. Outreach through diverse media such as local newspapers, trade publications, and commercial procurement services may be the most cost-effective way to increase competition.

Attach records of public notice of this solicitation

Solicitation List: Firms who have expressed interest in participating in the District's upcoming procurements, or firms whom the District believes are capable of fulfilling the requirements of a particular procurement, should be made aware of appropriate opportunities. Effort to develop a robust solicitation list can often determine the success of a procurement.

Attach a list of all firms and individuals that were directly solicited for this procurement, including the date of the solicitation and identifying information on the firm/individual (location, contact person, etc.)

Protests:

For all Sealed Bid or Competitive Solicitation procurements, the Project Management Specialist will ensure that the District's protest procedures (Section 2.8) are included in the solicitation.

Amendments/Addenda: The original solicitation can be amended, including deadline extensions, as long as appropriate public notice of the amendment is made. Firms who were directly solicited due to their expressed interest in the procurement should be made aware of any amendments.

Amendments to this solicitation were released on the following dates:
_____.

Geographic Preferences:

Care was taken to avoid actions that would give preference to offerors based on their geographic location

Completed by (Print Name): _____

Signed: _____

Date: _____



Form 6c: Request for Proposals

Sealed Bids or Request for Proposals required for purchases over \$150,000

Procurement Title: _____

Instructions: Complete this form and attach any additional documentation as necessary.

Background: A Request for Proposals is a competitive process that provides an opportunity to choose a winning proposal on the basis of factors other than price alone. In addition, the RFP process provides an opportunity discuss or negotiate the price, specifications, requirements, or other important aspects of the contract.

Applicability: An RFP is allowed for procurements of any size, but the relative complexity of the process must be weighed against the expected benefits. The items listed below describe circumstances that indicate an RFP may be the most appropriate procurement method. Check all that apply to this procurement:

- The technical specifications or scope work are significantly performance based, allowing offerors discretion in how to achieve the end result
- There is a need for discussions or negotiations
- There is significant risk of unsuccessful contract performance
- The procurement generally lends itself to a firm fixed price contract
- The successful bidder can be selected on the basis of price and those price-related factors such as transportation costs, life cycle costs, and expected discounts

Solicitation Content: An RFP typically includes all of the elements of a sealed bid, as well as the evaluation factors to be used and their relative importance. At a minimum, each solicitation document should include the following elements:

- Solicitation name or number for reference
- Contact information
- Technical Specifications or Scope of Work (see Form 2)
- Federal Clauses, Requirements, and Certifications (see Form 4)
- Protest Procedures (see Section 2.8)
- Proposal Form(s) or Submittal Requirements
- Date, time, and place proposals are to be received (online submission is acceptable)
- Space for offerors to acknowledge any amendments to the solicitation
- Space for the firm to sign and date the bid

Pre-Proposal Conference: Pre-proposal conferences with prospective bidders are not required, but can be a time-effective way to equitably convey information, particularly for complex solicitations or those with significant interest from vendors.

- A pre-bid conference is scheduled to occur at the District's offices, 1221 Shakespeare St, on the following date and time: _____

Public Notice: For procurements over \$150,000, FTA requires that the grantee publicly advertise the procurement in order to notify prospective offerors. Outreach through diverse media such as local newspapers, trade publications, and commercial procurement services may be the most cost-effective way to increase competition.

- Attach records of public notice of this solicitation

Solicitation List: Firms who have expressed interest in participating in the District's upcoming procurements, or firms whom the District believes are capable of fulfilling the requirements of a particular procurement, should be made aware of appropriate opportunities. Effort to develop a robust solicitation list can often determine the success of a procurement.

- Attach a list of all firms and individuals that were directly solicited for this procurement, including the date of the solicitation and identifying information on the firm/individual (location, contact person, etc.)

Protests:

- For all Sealed Bid or Competitive Solicitation procurements, the Project Management Specialist will ensure that the District's protest procedures (Section 2.8) are included in the solicitation.

Amendments/Addenda: The original solicitation can be amended, including deadline extensions, as long as appropriate public notice of the amendment is made. Firms who were directly solicited due to their expressed interest in the procurement should be made aware of any amendments.

- Amendments to this solicitation were released on the following dates: _____.

Equal Access to Information: A key feature of competitive solicitations is the equal access to information. If, during the course of a solicitation, information is conveyed to one firm that may give them a competitive advantage, then that information should be made available to all offerors through a publicly noticed amendment.

- An amendment was released on the following date that summarized conversations with potential offerors in which information was conveyed that may give one offeror a competitive advantage:

Discussions / Negotiations: Discussions with offerors are not required, but can be a valuable way to obtain additional information and clarifications from offerors. If discussions are held, they must be held with all offerors within the competitive range. The competitive range is determined by taking into account the evaluation criteria, and selecting those offerors whose proposals have a reasonable chance of being selected for an award.

- An award will be made without holding discussions with offerors
- Discussions were held with all offerors within the competitive range
- Attach a rationale / explanation of any offerors that were excluded from the competitive range

Geographic Preferences:

Care was taken to avoid actions that would give preference to offerors based on their geographic location

Completed by (Print Name): _____

Signed: _____

Date: _____



Form 6d: Qualifications Based (Architecture/Engineering)
Required for A&E Contracts

Procurement Title: _____

Instructions: Complete this form and attach any additional documentation as necessary.

Background: A qualifications-based procurement method is defined by its use of an offeror's qualifications to determine a contract award, excluding price as an evaluation factor. FTA requires the use of this procurement method for architectural and engineering services that directly support or are directly connected to the construction, alteration, or repair of real property. This procurement method may not be used to acquire other types of products or services.

Applicability: Whether a qualifications-based procurement method must be used depends on the actual services to be performed, not the firm providing the service. This includes the following types of architectural and engineering services, when they are directly connected to construction:

- program management
- architectural engineering
- construction management
- feasibility studies
- preliminary engineering
- architectural design
- engineering design
- surveying
- mapping

Solicitation Content: At a minimum, each solicitation document should include the following elements:

- Technical Specifications or Scope of Work (see Form 2)
- Federal Clauses, Requirements, and Certifications (see Form 4)
- Protest Procedures (see Section 4.4)
- Proposal Form(s) or Submittal Requirements
- Date, time, and place proposals are to be received (online submission is acceptable)
- Place for offerors to acknowledge any amendments to the solicitation
- Place for the firm to sign and date the bid

Negotiations: Negotiations are first conducted with only the most qualified offeror, as determined by process detailed in the solicitation. Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.

Completed by (Print Name): _____

Signed: _____

Date: _____



Form 6e: State Cooperative Purchase
All purchases over \$3,500

Procurement Title: _____

Instructions: Complete this form and attach any additional documentation as necessary.

Background: To foster greater economy and efficiency, the District is encouraged to use state purchasing schedules for the procurement or use of common goods and services. Montana’s State Procurement Bureau, <https://sfsd.mt.gov/SPB>, regularly procures a wide variety of goods and services on behalf of state and local governmental units.

Applicability: State purchasing schedules may be used for purchases of any type or size.

Solicitation Content: Instead of issuing a solicitation, the District will review the available State contracts for products or services that meet its technical specifications or scope of work (Form 2).

- The product or service to be procured meets the District’s desired technical specifications or scope of work
- Attach a copy of the State’s solicitation document and resulting contract

Review the State’s Procurement: When the District uses a state purchasing schedule, it adopts as its own the procurement activities undertaken by the state. For this reason, the procurement documentation and resulting contract must be thoroughly reviewed to ensure that the state complied with the FTA’s standards for full and open competition. Certify that the State’s procurement meets the following criteria:

- Clear, accurate, and complete specifications
- An adequate number of firms were solicited
- No evidence of an unfair competitive advantage given to one firm or individual
- No geographic preferences
- No restrictive use of brand names

Quantities: Unlike standard procurement methods that must be restricted to a defined minimum and maximum quantity, State schedules may be open-ended if such a structure is permitted by State law.

- This procurement has defined quantities
- This procurement does not have defined quantities

Federal Requirements: A State may follow the same policies and procedures it uses for procurements from its non-Federal funds, so long as it ensures that every purchase order or similar contract includes any clauses required by Federal law.

- Attach an analysis that shows the federal requirements, clauses, and certifications that must be added to the District's purchase order or contract.

Completed by (Print Name): _____

Signed: _____

Date: _____



Form 6f: Piggyback Procurement

All purchases over \$3,500

Procurement Title: _____

Instructions: Complete this form and attach any additional documentation as necessary.

Background: Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies or equipment through that original document/process. Typically, this involves working with another transit agency.

Applicability: Piggyback procurements may be used for purchases of any type or size.

Solicitation Content: Instead of issuing a solicitation, the District will review the contract and solicitation documents from the cooperating agency.

- The product or service to be procured meets the District’s desired technical specifications or scope of work
- Attach a copy of the State’s solicitation document and resulting contract

Review the Piggyback Procurement: When the District uses a piggyback procurement, it adopts as its own the procurement activities undertaken by the cooperating agency. For this reason, the procurement documentation and resulting contract must be thoroughly reviewed to ensure compliance with the FTA’s standards for full and open competition. Use to following checklist to conduct your review. If the answer to any item is ‘No’, then it is not advisable to continue with the piggyback procurement.

ITEM TO REVIEW	YES	NO
1. Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post-Delivery audits?		
2. Does the solicitation and contract contain an express “assignability” clause that provides for the assignment of all or part of the specified deliverables?		
3. Did the Contractor submit the “certifications” required by Federal regulations? <i>Compare to Form 4.</i>		
4. Does the contract contain the clauses required by Federal regulations? <i>Compare to Form 4.</i>		
5. Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?		
6. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?		

7. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?		
8. Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? <i>Include a copy of the analysis in your files with Form 8.</i>		
10. Does the contract term comply with the five-year term limit established by FTA?		
11. Was there a proper evaluation of the bids or proposals? <i>Include a copy of the analysis in your files with Form 7.</i>		
12. If you will require changes to the vehicles (deliverables), are they “within the scope” of the contract or are they “cardinal changes”? <i>See BPPM Section 5.1.1</i>		

Documentation:

- Attach any additional documentation as necessary to support the review of the piggyback procurement

Completed by (Print Name): _____

Signed: _____

Date: _____



Form 6g: Sole Source
All purchases over \$3,500

Procurement Title: _____

Instructions: Complete this form and attach any additional documentation as necessary.

Background: A sole source procurement is a noncompetitive method in which offers are solicited from only one source. Limited circumstances justify its use, and these procurements are subject to closer scrutiny.

Applicability: At least one of the following circumstances must be present in order to use a sole source method:

- **Unique or Innovative Concept.** The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, and has not in the past been available to the recipient from another source.
- **Patents or Restricted Data Rights.** Patent or data rights restrictions preclude competition.
- **Substantial Duplication Costs.** In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
- **Unacceptable Delay.** In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient’s needs. Note that lack of advance planning, delays due to a shortage of personnel or incompetent personnel, and insufficient funds due to budgeting constraints may not be a sufficient justification for a classifying a needed procurement action as urgent or compelling.
- **Single bid or proposal.** The fact that only one bid or proposal was received does not automatically mean competition was inadequate. The specification should be reviewed and firms who did not submit should be contacted. If the specification was overly restrictive, or other factors within the District’s control were responsible for the lack of response, then competition was inadequate and you must re-solicit or justify a sole-source procurement. Otherwise, you may award as a competitive award.

Justification: A sole source analysis must be conducted to justify the use of this method.

- Attach a detailed justification for why a sole source award is being used, specifically referencing the applicable circumstances from above.

Completed by (Print Name): _____

Signed: _____

Date: _____



Form 7: Evaluation of Offers

All purchases over \$3,500

Procurement Title: _____

Instructions: Complete this form and attach any additional documentation as necessary.

Background: Once the solicitation has been executed, regardless of the method, all bids or proposals received shall be evaluated with respect to the criteria established in the solicitation in order to make an award recommendation.

Responsibility: The District shall make awards only to responsible contractors possessing the ability to successfully perform the terms and conditions of the procurement. Consideration shall be given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. A prospective offeror that has recently been seriously deficient in contract performance is presumed to be nonresponsible, unless it's determined that the circumstances were beyond the offeror's control, or the offeror has taken appropriate corrective action.

Responsiveness: The proposal must be responsive to the technical specifications or scope of work included in the solicitation. For sealed bids or requests for proposals, this includes conforming to the submittal requirements in the solicitation, including the acknowledgement of addenda.

Evaluation Criteria (choose one):

- Price
- "Best Value". *Attach a copy of the evaluation criteria listed in the solicitation (from Form 2)*

Offers Received: Complete an entry in the table below for each offer received, or attach a similar review of offers received.

Number of Offers Received: _____

- Attach an original copy of each offer received

Firm	Responsibility	Responsiveness	Price	Composite Score or Rank
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Award Recommendation: Based on the evaluation documented here, a contract award is recommended to the following firm, contingent on a determination of price reasonableness (Form 8) and a review of the GSA excluded parties list:

- _____ (name of firm)

Completed by (Print Name): _____

Signed: _____

Date: _____

**Form 8: Price or Cost Analysis****All purchases over \$3,500****Procurement Title:** _____**Instructions:** Complete the steps listed below for a price analysis or cost analysis, whichever is deemed the most appropriate, and attach any additional documentation as necessary.**Background:** All procurements must be evaluated to determine that the price is fair and reasonable. The extent of the analysis depends on the value and nature of the contract. The analysis begins with an independent cost estimate performed before receiving the contractor's proposal (see Form 3).**Method Selection:** Select whether a price analysis or cost analysis will be performed. **Price Analysis**

The usual procedure for most procurements. A price analysis can be performed if any of the following pricing information is available, relative to the item being procured:

- Comparisons with other competitive proposals
- Previous contracts that were competitively procured
- Catalog or market prices
- Historical prices

Note: It is not necessary that competing products be exactly identical to the item being procured, but you must be able to compare the products and their price differences in light of those varying capabilities.

 Cost analysis

A cost analysis will be necessary whenever adequate price competition is lacking and for sole-source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.

Steps:

1. Solicit a detailed cost breakdown from the offerors that includes the following elements:
 - Direct Labor: Indicate each labor classification, the hours for that classification, the related hourly rate for that classification and the dollar total for that classification.
 - Overhead: Indicate the total overhead or overhead rate that is applied
 - Direct Expenses: List the direct expenses with a brief description and purchase price for the item. Indicate the total of these direct expenses.
 - Fixed Fee (Profit): Indicate the fixed fee, or profit.

- Total Cost: The total project cost should equal Labor + Overhead + Direct Expenses + Fixed Fee
2. Verify the reasonableness of the proposed rates, as applicable to the contract.
- Ensure that there are no costs being proposed as direct charges to you that should be recovered by the overhead charge

Evaluation of the materials costs would normally be accomplished by reviewing the prices quoted competitively to the contractor, or prices quoted in catalogues for items sold to the general public.

Documentation:

- Attach a written summary of your price analysis or cost analysis to this form.

Determination:

- The price offered is determined to be fair and reasonable.

Completed by (Print Name): _____

Signed: _____

Date: _____

**Form 9: Award Documentation***All purchases over \$3,500***Procurement Title:** _____**Instructions:** Complete this form and attach any additional documentation as necessary.**Background:** All procurement documentation must be in order prior to executing a contract award.**Vendor:** _____**Contract Price:** \$ _____**Federal Excluded Parties List:**

- Attach documentation from sam.gov indicating that the above firm is **NOT** on the GSA List of Excluded Parties

Award Justification:

- Attach a brief written summary of the decision to award a contract:
- Why the goods or services are needed by the agency
 - Description of the goods or services to be purchased
 - Description of the vendor, including responsibility determination
 - Summary and justification of the solicitation method
 - Summary of the offers received

Purchase Order or Contract: A purchase order is a simple type of contract. When more complex terms are required, a contract can be used, in consultation with MUTD's legal staff. In either case, the basic elements of all purchase orders or contracts are listed below:

- Standard contract terms **or** MUTD purchase order form (obtain from the Finance Manager)
- Technical Specifications or Scope of Work
- Quote or Proposal Received from the Vendor in response to the Technical Specifications or Scope of Work
- Federal requirements and contract clauses
- Signed federal certifications

- Attach a copy of the draft purchase order or contract, including all attachments.

Board Approval: Purchases greater than \$15,000 require approval by the MUTD Board of Directors.

- This procurement **does not** require board approval
- This procurement is scheduled for board approval on: _____ (mm/dd/yyyy)
- _____ (name of firm)

Completed by (Print Name): _____

Signed: _____

Date: _____



Form 10: Contract Execution and Administration

All purchases over \$3,500

Procurement Title: _____

Instructions: Complete this form and attach any additional documentation as necessary.

Background: All procurement documentation must be in order prior to executing a contract award.

Vendor: _____

Contract Amount: \$ _____

Attach a copy of the fully executed contract

Contract Administration:

Identify the person(s) responsible for overseeing performance of the contract and approving invoices:

1. _____

2. _____

Project Documentation:

Identify the location on MUTD's internal file server where files related to the implementation of this project are stored:

Invoices:

Identify the location on MUTD's internal file server where invoices related to the implementation of this project are stored:

Completed by (Print Name): _____

Signed: _____

Date: _____



Form 11: Change Order

All purchases over \$3,500

1. Company or Contractor:	2. Project Name:
3. Effective Date of Original Contract: _____	4. Change Order Number: _____
5. Effective Date: _____	
6. Description of Change:	
7. Budget Changes: Original Contract Amount: \$ _____ Change Order Amount: \$ _____ Revised Contract Amount: \$ _____	8. Change Type: <input type="checkbox"/> Addition <input type="checkbox"/> Reduction
9. Reason for Change:	
10. Does the change represent work that the contractor was not required to perform in the original contract scope? <input type="checkbox"/> Yes <input type="checkbox"/> No	11. Is the change within the scope of the original contract? <input type="checkbox"/> Yes <input type="checkbox"/> No
12. Attachments:	

The Missoula Urban Transportation District and _____ (*company/contractor name*) do hereby agree to the above changes to the original contract, incorporating into this agreement the original contract as well those documents listed in Section 10 and attached herein:

MISSOULA URBAN TRANSPORTATION DISTRICT

Signed: _____

Name: _____

Title: _____

Date: _____

(Company / Contractor Name)

Signed: _____

Name: _____

Title: _____

Date: _____

**Appendix B: Federal Clauses and Certifications for Federal Transit
Administration (FTA) Funded Procurements**



Federal Clauses and Certifications
for
Federal Transit Administration (FTA) Funded
Procurements

**ALL CLAUSES & CERTIFICATIONS HEREINAFTER ARE PROVIDED FOR
PROCUREMENTS (AS APPLICABLE) INVOLVING FTA ASSISTANCE, IN
COMPLIANCE WITH FTA REGULATIONS, AND MAINTAINED FOR FTA
REVIEWS**

Date Last Updated: July 2017

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Third Party Contract Provisions

These requirements do not apply to micro-purchases (\$3,500 or less), except for construction contracts over \$2,000

No Government Obligations to Third Parties

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

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

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program fraud and false or fraudulent statements and related acts

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports

As shown below. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1) Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2) Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3) Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4) Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5) Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6) Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Civil Rights (Title VI, EEO, ADA)

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

(a) The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, requirements, and guidance, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Tribal Transit Program or the Indian Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

(b) Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant, will: (1) Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age. (2) Prohibit the: (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332, (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or (c) Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332. (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but (b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

(c) Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will: (1) Prohibit discrimination based on race, color, or national origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as

amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, and (3) Follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance, (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) All other applicable federal guidance that may be issued.

(d) Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs, (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement, (d) FTA Circular 4704.1, “Equal Employment Opportunity Program Guidelines for Grant Recipients,” July 26, 1988, and (e) Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability, (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will: (a) Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, (b) Affirmative Action. Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, recruitment, and employment, 2 Rates of pay and other forms of compensation, 3 Selection for training, including apprenticeship, and upgrading, and 4 Transfers, demotions, layoffs, and terminations, but (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer,” and (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity 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.

(e) Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws and regulations, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Underlying Agreement as follows: (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of the FAST Act, 23 U.S.C. §101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement. (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program meeting the requirements of 49 C.F.R. part 26, that is approved by FTA, and establish an annual DBE participation goal. (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that: (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA’s electronic award and management system, the Recipient must also submit subsequent notifications if options are exercised in subsequent years to ensure the TVM is still in good standing. (4) Assurance. As required by 49 C.F.R. § 26.13(a): (a) Recipient Assurance. The Recipient agrees and assures that: 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts, 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement. (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs: 1 The Subrecipient, each Third Party Contractor, and each Third Party

Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable, 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible. (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

(f) Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332.

(g) Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of Programs, Projects, and related activities receiving federal assistance, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and (5) Federal transit law, specifically 49 U.S.C. § 5332.

(h) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability: (1) Federal laws, including: (a) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities. (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (k) Other applicable federal civil rights and nondiscrimination guidance.

(i) Drug or Alcohol Abuse. Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

(j) Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following: (1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.

(k) Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination. I. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

Incorporation of FTA Terms

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in current FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Energy Conservation

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Disadvantaged Business Enterprises (DBEs)

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs and with section 1101(b) of SAFETEA LU, 23 U.S.C. § 101.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FTA-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MUTD deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph. The successful proposer/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Prompt Payment

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from MUTD. In addition, the contractor may not hold retainage from its subcontractors. The contractor must promptly notify MUTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MUTD.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Patent and Rights in Data

Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to micro-purchases (\$3,500 or less)

Patent Rights

(a) General. The Recipient agrees that: (1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

(b) Federal Rights. The Recipient agrees that: (1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

(c) C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

(a) Definition of "Subject Data" means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

(b) Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog

item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

(c) General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

(d) Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Nonexclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

(e) Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

(f) License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

(g) Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

(h) Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

(i) Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

(j) Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Bus Testing

Rolling stock, except minivans

Contractor shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following: (1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle. (2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public. (3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. (4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award and Post-Delivery Audit Requirements

Rolling stock

Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications: (1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly. (2) Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications. (3) Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall: (a) use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; (b) furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); (c) include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Fly America

All contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Seismic Safety

Construction of new buildings or additions to existing buildings. These requirements do not apply to micropurchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Davis-Bacon and Copeland Anti-Kickback Act

Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry;

and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section. (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level

of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

Bonding

For those construction or facility improvement contracts or subcontracts exceeding \$150,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows: (1) 50% of the contract price if the contract price is not more than \$1 million; (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or (3) \$2.5 million if the contract price is more than \$5 million.
- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

- (a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.
- (b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient). It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

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

(a) Performance bonds

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

(b) Payment bonds

1. The penal amount of the payment bonds shall equal: (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
(iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

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

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

Termination Provisions

All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

(a) Termination for Convenience (General Provision). The recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

(b) Termination for Default [Breach or Cause] (General Provision). If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

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

(c) Opportunity to Cure (General Provision). The recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions if contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

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

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

Recycled Products

All contracts over \$10,000 for items designated by the EPA

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

Gov't-wide Debarment and Suspension

All Contracts over \$25,000

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

Buy America

Construction Contracts and Acquisition of Goods or Rolling Stock valued at more than \$150,000

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Breaches and Dispute Resolution

All contracts over \$150,000

(a) Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

(b) Performance During Dispute. Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

(c) Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air

All contracts over \$150,000

(1) Contractor shall comply with all applicable standards, orders or regulations pursuant to Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

(2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Clean Water

All Contracts and Subcontracts over \$150,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Contract Work Hours and Safety Standards Act

Contracts over \$150,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Other Federal Requirements

The following requirements are not federal clauses, but apply to all contracts except micro-purchases (\$3,500 or less)

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Restrictions

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities

that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

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

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

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Federal Certifications - Bidders

MISSOULA URBAN TRANSPORTATION DISTRICT

Debarment and Suspension Certification

All Contracts over \$25,000

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

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently: (1) Debarred, (2) Suspended, (3) Proposed for debarment, (4) Declared ineligible, (5) Voluntarily excluded, or (6) Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction, (2) Violation of any Federal or State antitrust statute, or (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it: (1) Equals or exceeds \$25,000, (2) Is for audit services, or (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor: (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be: (a) Debarred from participation in its federally funded Project, (b) Suspended from participation in its federally funded Project, (c) Proposed for debarment from participation in its federally funded Project, (d) Declared ineligible to participate in its federally funded Project, (e) Voluntarily excluded from participation in its federally funded Project, or (f) Disqualified from participation in its federally funded Project, and

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

Certification

Company _____

Signature of Authorized Official: _____ **Date:** / /

Name and Title of Authorized Official _____

MISSOULA URBAN TRANSPORTATION DISTRICT

Certification of Restrictions on Lobbying

All Contracts over \$150,000

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

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

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 any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
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-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or Print Name _____

Signature of authorized representative _____ Date _____

Signature of notary and SEAL _____

MISSOULA URBAN TRANSPORTATION DISTRICT

Bus Testing Certification

Revenue Vehicle Contracts

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

If a copy of a test report prepared by the FTA Altoona, Pennsylvania Bus Testing Center **is not** attached the undersigned has completed this certification and appropriately initialed with the understanding that such vehicle model or models either will fully complete Altoona Testing prior to first vehicle orders and that such test report is forwarded to the Missoula Urban Transportation District for verification, or vehicle model or models bid will be subject to disqualification from bid award for non-compliance. The time frame for compliance or non-compliance, for vehicle models bid that do not have a test report submitted, will be subject to determination by the Missoula Urban Transportation District.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Check one that applies:

Copy of Altoona Test Report (STURRA) for vehicle model bid is attached (initial) _____

STURRA Test Report #: _____

Copy of Altoona Test Report (STURRA) for vehicle model bid is not attached (initial) _____

Name of Bidder/Company Name _____

Type or Print Name _____

Signature of authorized representative _____ **Date** _____

Signature of notary and SEAL _____

Certificate of Compliance with Buy America Requirements for Steel, Iron, and Manufactured Products

Construction and Materials/Supplies Contracts over \$150,000

General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
 - (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

COMPLIANCE with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

NON-COMPLIANCE with Buy America Requirements

The bidder or offeror hereby certifies that it **cannot** comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____

Name _____ Title _____

Signature _____ Date _____

Certificate of Compliance with Buy America Requirements for Rolling Stock

Revenue and Non-Revenue Vehicle Contracts over \$150,000

COMPLIANCE with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

NON-COMPLIANCE with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Company _____

Name _____ **Title** _____

Signature _____ **Date** _____

Pre-Award Federal Motor Vehicle Safety Standards (FMVSS) Certification

Revenue and Non-Revenue Vehicle Contracts

COMPLIANCE with FMVSS Requirements

The Proposer hereby certifies that it shall comply with the safety related FMVSS requirements.

The Proposer and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle(s), _____ (number and description of vehicles) complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted vehicles will not be subject to FMVSS regulations.

INAPPLICABILITY of FMVSS Requirements

The Proposer hereby certifies that the vehicles, _____ (number and description of vehicles) will not be subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Transit Vehicle Manufacturer (TVM) Certification

Revenue Vehicle Contracts

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification:

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

BIDDER/COMPANY

Date _____

Name of Bidder/Company _____

Signature of Representative _____

Type or Print Name _____

Title _____

NOTARY

Type or Print Name _____

Signature of Notary _____

Place Notary SEAL Here:

Federal Certifications - MUTD

Pre-Award Federal Motor Vehicle Safety Standards (FMVSS) Certification

Revenue and Non-Revenue Vehicle Contracts

COMPLIANCE with FMVSS Requirements

As required by 49 CFR Part 663-Subpart D, the **Missoula Urban Transportation District** certifies that it received, at the pre-award stage, a copy of _____ (the manufacturer) self-certification information stating that the vehicles, _____ (number and description of vehicles), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR Part 571.

INAPPLICABILITY of FMVSS Requirements

As required by 49 CFR Part 663-Subpart D, the **Missoula Urban Transportation District** certifies that it received, at the pre-award stage, a statement from _____ (the manufacturer) indicating that the vehicles, _____ (number and description of vehicles), will not be subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR Part 571.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Pre-Award Purchaser's Requirements Certification

Revenue and Non-Revenue Vehicle Contracts

As required by 49 CFR part 663 – Subpart B, the **Missoula Urban Transportation District** certifies that:

- (a) The vehicle(s) to be purchased, _____ (number and description of vehicles) from _____ (the manufacturer), are the same product described in the District's solicitation specification, and

- (b) The proposed manufacturer is a responsible manufacturer with the capability to produce vehicles that meet the specifications set forth in the solicitation.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

MISSOULA URBAN TRANSPORTATION DISTRICT

Pre-Award Buy America Certification for Rolling Stock

Revenue Vehicle Contracts over \$150,000

Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

- A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

As required by Title 49 of the CFR, Part 663 – Subpart B, the **Missoula Urban Transportation District** is satisfied that the vehicles to be purchased, _____

(number and description of vehicles) from _____ (the manufacturer),

meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst _____ (the analyst – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Post-Delivery Buy America Certification

Revenue Vehicle Contracts over \$150,000

COMPLIANCE with Buy America Requirements

As required by 49 CFR part 663 – Subpart C, the **Missoula Urban Transportation District** certifies that it is satisfied that the vehicles received, _____ (number and description of vehicles) from _____ (the manufacturer), meet the requirements of 49 U.S.C. 5323(j), as amended. The recipient, or its appointed auditor _____ (the auditor – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the actual component and subcomponent parts of the vehicles identified by the manufacturer, country of origin, and cost; and (2) the actual location of the final assembly point for the vehicles, including a description of the activities that took place at the final assembly point and the cost of final assembly.

NON-COMPLIANCE with Buy America Requirements

As required by 49 CFR part 663 – Subpart C, the **Missoula Urban Transportation District** certifies that there is a letter from FTA which grants a waiver to the vehicles received, _____ (manufacturer, number and description of vehicles) from the Buy America requirements under 49 U.S.C. 5323(j), as amended.

Date: _____

Recipient Authorized Signature: _____

Print Name: _____

Title: _____

Post-Delivery Purchaser's Requirements Certification

Revenue and Non-Revenue Vehicle Contracts

Ten or Fewer Buses, or any Number of Unmodified Vans:

As required by 49 CFR part 663 – Subpart C, after visually inspecting and road testing the contract vehicles, the **Missoula Urban Transportation District** certifies that the vehicles, _____ (number and description of vehicles) from _____ (the manufacturer), meet the contract specifications.

For More than Ten Buses or Modified Vans:

As required by 49 CFR part 663 – Subpart C, the **Missoula Urban Transportation District** certifies that a resident inspector, _____ (the resident inspector – not an agent or employee of the manufacturer), was at _____'s (the manufacturer), manufacturing site during the period of manufacture of the vehicles, _____ (number and description of the vehicles). The inspector monitored manufacturing and completed a report on the manufacture of the vehicles, and provided accurate records of all vehicle construction activities. The report addresses how the construction and operation of the vehicles fulfill the contract specifications. After reviewing the report, visually inspecting the vehicles, and performance testing the vehicles, the recipient certifies that the vehicles meet the contract specifications.

Date: _____

Recipient Authorized Signature: _____

Print Name: _____

Title: _____

Post-Delivery Federal Motor Vehicle Safety Standards (FMVSS) Certification

Revenue and Non-Revenue Vehicle Contracts

COMPLIANCE with FMVSS Requirements

As required by 49 CFR Part 663-Subpart D, the **Missoula Urban Transportation District** certifies that it received, at the post-delivery stage, a copy of _____ (the manufacturer) self-certification information stating that the vehicles, _____ (number and description of vehicles), comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR Part 571.

NON-COMPLIANCE with FMVSS Requirements

As required by 49 CFR Part 663-Subpart D, the **Missoula Urban Transportation District** certifies that it received, at the post-delivery stage, a statement from _____ (the manufacturer) indicating that the vehicles, _____ (number and description of vehicles), are not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR Part 571.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____



MUTD Board Staff Report

To: Board of Directors
From: Corey Aldridge, General Manager
Date: February 22, 2018

Subject: Computer Aided Dispatch/Automatic Vehicle Location Software, License, and Hosting Renewal

Attachments

1. Quote from Clever Devices

Recommendation: Approve the license, hosting, and maintenance agreement with Clever Devices in the amount of \$44,271.

Background: In 2011, District purchased OTvia real time passenger hardware and software from Digital Recorders for the purpose of providing real-time bus arrival information at the downtown transfer center and on the internet. Then, in 2014, the District acquired additional CAD/AVL software and hardware from Digital Recorders to better manage the Mountain Line bus fleet, which was compatible with the OTvia software and hardware installed in 2011.

The initial purchase included two years of software license, software hosting, and maintenance for \$95,035, which ended at the end of 2016. The renewal for 2017 was sent to MUTD very late in the year, and was approved by the Board in November 2017. Clever Devices sent an invoice for 2018 just a few months later. The cost to renew the software license, software hosting, and maintenance for 2018 is \$44,271.

This hardware and software is essential to making bus headsigns operations, providing real-time bus arrival information, powering the automated stop announcements, and automated passenger counters.

Financial Impact: The renewal costs are included in the budget.



300 Crossways Park Drive
 Woodbury, NY 11797
 Phone: (516) 433-6100
 Fax: (516) 433-5088

CONFIDENTIAL QUOTATION

ATTN:	Jeffrey Logan	DATE:	January 24, 2018
COMPANY:	Missoula – Mountain Line	FAX:	
EMAIL:	jlogan@mountainline.com	OPP ID #	OP43794097 (209ZZ011 RevA)
		QR # in CRM	03684
ADDRESS:	1221 Shakespeare Street Missoula, MT 59802	RE:	SW Hosting Agreement – 1/1/18 – 12/31/18
PHONE:	(406) 543-8386 ext. 105		

Clever Devices is pleased to submit the following quotation, subject to the terms and conditions listed below.

Item	Qty	Description	Unit Price	Extended Price
Standard				
1	1	Annual Software Maintenance for Existing Otvia and PASS License (1/1/18 - 12/31/18)	\$22,730	\$22,730
2	1	Annual Software Maintenance for Existing DR AVL License (1/1/18 - 12/31/18)	\$10,247	\$10,247
3	1	NOC Incremental Charge for Add AVL (1/1/18 - 12/31/18)	\$4,398	\$4,398
4	1	NOC for Existing Software (1/1/18 - 12/31/18)	\$6,896	\$6,896
			Total	\$44,271
Option Items				
5	1	Annual Software Maintenance for DRAVL, OTVIA and PASS Licenses - 1/1/19 - 12/31/19	\$33,966	\$33,966
6	1	NOC for Existing Software & Incremental Charge for Add AVL - 1/1/19 - 12/31/19	\$11,633	\$11,633
7	1	Annual Software Maintenance for DRAVL, OTVIA and PASS Licenses - 1/1/20 - 12/31/20	\$34,985	\$34,985
8	1	NOC for Existing Software & Incremental Charge for Add AVL - 1/1/20 - 12/31/20	\$11,982	\$11,982

Payment Milestones:

- 100% upon receipt of PO

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CLEVER DEVICES' STANDARD TERMS AND CONDITIONS OF SALE

1.1 Software License

REQUIREMENT FOR END-USER LICENSE AGREEMENT

- Any entity procuring Clever Devices Ltd (“Clever Devices”) licensed products which is not the end-user of the licensed product ("Non End-User"), such as but not limited to an Original Equipment Manufacturer to which Clever Devices is a supplier, is obligated to provide Clever Devices with the End-User License Agreement (covering the software licenses associated with the contents of this quotation/proposal) signed by an authorized official of the End-User. Failure by a Non End-User to provide such a properly executed Clever Devices End-User License Agreement to Clever Devices shall make the Non End-User liable for any misappropriation or misuse of Clever Devices' products.

OBLIGATIONS OF NON END-USER PROCURING ENTITIES

- Non End-Users are granted the right to install the licensed products and to test their functionality in the End-User designated space or equipment. Non End-Users do not have licenses to otherwise use or operate Clever Devices' products and no other licenses or rights to use are provided or implied by this Agreement

1.2 General

- All Purchase Orders must be sent to the following email address:
customerPO@cleverdevices.com
- Prices are quoted in US\$ unless otherwise specified
- Prices do not include shipping, sales tax or duties, which will be added if applicable
- Unit Prices are good only for the total number of units quoted. Lesser quantities may command a higher per unit cost because of certain fixed costs contained in the quote
- Prices quoted herein are valid for ninety (90) days from the date of quotation or proposal, and are applicable to the quantities covered by this quotation; any change in quantity, delivery or elimination of one or more items may require a revision to the prices quoted
- Orders for one bus set (i.e. pilot bus) must be part of a complete quantity order or must be accompanied by a Letter of Intent to order the entire quoted quantity
- Three percent (3%) Annual Escalation will apply for shipments and services beyond 2018
- Clever Devices shall be paid for the items quoted above as follows:
 - Payment terms are Net 30 days, subject to prior approval of our Credit Department
 - Unless otherwise specified, Clever Devices shall be paid for all deliverable items, terms Net 30 days from the date of shipment from Clever Devices, or when services rendered by Clever Devices are completed
 - No customer account shall be credited for parts returned without prior written authorization from Clever Devices and receipt of such goods
 - Clever Devices' General Terms and Limits of Liability apply
- Unless specifically advised in the quote, lead time for Hardware and Services will be as advised by Clever Devices upon receipt of order. Standard lead time for hardware is sixteen (16) weeks from receipt of order, but Clever Devices stocks standard parts and if available will be shipped earlier. Delivery is F.O.B. Clever Devices Ltd., 300 Crossways Park Drive, Woodbury, NY 11797
- Clever Devices reserves the right, without advance notice, to make engineering or production changes, to include substitution of part numbers and/or vendor sources for

components that may affect the design or specifications of its products, provided said modifications will not materially affect the performance of the product

- Unless negotiated and agreed to otherwise in writing, in no event is Clever Devices liable for consequential damage from late or non-delivery, malfunction or failure of its products, nor is Clever Devices liable for damage resulting from faulty installation. If Clever Devices performs repairs resulting from damage caused by installation, it will invoice the original installer for the cost of such repair

1.3 CLEVER DEVICES' WARRANTY POLICY

Clever Devices' warranty obligations are limited to the terms set forth below:

1) NEW MANUFACTURED PRODUCTS LIMITED WARRANTY

- a) Clever Devices guarantees for a period of one (1) year from original factory shipment that each product is free from defects in material and workmanship.
- b) If the product fails to operate as specified and has not been tampered with or abused during this warranty period, Clever Devices or its authorized service agents shall either repair or replace any defective part or the product free of charge. Clever Devices will supply new replacement products for items found to be defective during the original warranty period.
- c) Bench fees will apply to any product received by Clever Devices with no-trouble-found. Products returned with failures caused by improper use or installation will be repaired and the appropriate charges will apply. Such services by Clever Devices shall be the original purchaser's sole and exclusive remedy. Clever Devices shall not be responsible for the cost of removal or installation of warranted products unless a prior written agreement has been reached at the time of the original purchase contract. Clever Devices' labor rate table will apply for all product replacement time.
- d) Clever Devices will repair or replace, at Clever Devices' option, any defective product under warranty. Clever Devices will not honor credit requests on any defective used product. Product repair or replacement will be the only option available to the original Purchaser. At the discretion of Clever Devices, limited quantities of restockable, unused product may be returned for credit. The product must be unused and in the original unopened containers. A 25% restocking fee will be charged and a credit will be issued only after the product has been received and inspected.
- e) This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication or improper installation (b) to damage caused by conditions outside Clever Devices specifications including but not limited to vandalism, fire, water, temperature, humidity, dust or other perils (c) to damage caused by service (including upgrades) performed by anyone who is not a Clever Devices Authorized Technician (d) to a product or a part that has been modified without the written permission of Clever Devices or (e) if any of Clever Devices' serial number has been removed or defaced, or (f) expendable or consumable parts, such as batteries and flashcards.
- f) Clever Devices shall not be liable for any special, incidental or consequential damages for loss, damage directly or indirectly arising from customer's use or inability to use the equipment either separately or in combination with other equipment, or for personal injury or loss or destruction of other property, or from any other cause.

2) WARRANTY REPAIR POLICY

- a) A replacement or repaired product assumes the remaining warranty of the original product or 90 days, whichever provides longer coverage for the original purchaser.

PROPRIETARY: This document contains information which is proprietary to Clever Devices Ltd. Use or disclosure of any material contained herein without the written consent of Clever Devices Ltd. is strictly prohibited



When a product is exchanged, any replacement product becomes the original purchaser's property and the replaced product becomes Clever Devices' property.

3) OBTAINING WARRANTY SERVICE

- a) The original purchaser is responsible for returning any defective products to Clever Devices after obtaining a Returned Merchandise Authorization (RMA) number from Clever Devices' Customer Service Department at 888-478-3359. No products will be accepted without an RMA number. When requesting an RMA number, be sure to have the serial number of the equipment available.
- b) The original purchaser must package the product properly for return shipment. Clever Devices is not responsible for any damage to the product caused during transit or for any package lost by the shipping company.
- c) The original purchaser assumes all cost in shipping the defective product to Clever Devices and Clever Devices will assume the cost in shipping back to the customer. All replacement/repaired products are shipped UPS Ground unless a rush is requested. The cost of shipping using any mode other than UPS Ground is to be paid by the original purchaser.

Ship to:

Clever Devices Ltd.
Attn: Service Department RMA # _____
300 Crossways Park Drive
Woodbury, NY 11797

1.4 CLEVER DEVICES RETURN AND EXCHANGE POLICY

RETURNS

Clever Devices does not accept returns without a Returned Material Authorization. Custom-built equipment or merchandise specifically ordered for you is not returnable. Where return of unused merchandise is at the request or convenience of the customer, a 25% restocking fee will be charged. No unused merchandise will be accepted for return later than thirty (30) days after shipment. All returned merchandise shall be sent freight prepaid and properly insured by the customer. Clever Devices reserves the right to select the method of shipment. Should you receive merchandise damaged in shipment, it is your responsibility to file a damage claim immediately with the delivery carrier.

1.5 CLEVER DEVICES NON-WARRANTY SERVICE POLICY

1) NON-WARRANTY REPAIR POLICY

- a) Non-warranty repairs made by Clever Devices carry a limited repair warranty of 90 days on services and replacement parts only. Defects in our repair work or any parts replaced will be corrected at no charge if the defect occurs within 90 days from shipment from our facility.

2) FIELD SERVICE

- a) Field service calls will be made to customer's facility upon request. Time, expenses, and materials will be charged, as outlined below, unless other arrangements are made in advance. Field Service is treated as any repair. All travel must be pre-approved and is based upon actual prevailing airfare, hotel/motel rooms and Per Diem rates. Contact Clever Devices for current Per Diem rates.

PROPRIETARY: This document contains information which is proprietary to Clever Devices Ltd. Use or disclosure of any material contained herein without the written consent of Clever Devices Ltd. is strictly prohibited

<u>GENERAL FIELD SERVICE RATES:</u>	
Transportation	Actual cost* using commercial coach or business class air, first class rail, bus, rental car, and cab facilities as applicable, including transportation to and from the airport.
Mileage Allowance	IRS allowable rates + Clever Devices' allowable burdens.
Personal Expenses	Per Diem rates
Basic Rates	150.00** per hour for actual time in customer's plant, plus a flat rate for round-trip travel time.
Miscellaneous	Actual charges for other necessary items such as tolls, parking and freight charges*.
*	Charges may be subject to a 12% administrative fee.
**	Rates may vary because of weekend/holiday rates, the type of service required, a previously negotiated rate and/or personnel involved.

3) **NON-CLEVER DEVICES PRODUCT RECEIVED FOR REPAIR**

Product received for repair that were not manufactured or supplied by Clever Devices will be logged in and Clever Devices will require that the customer supply us with their shipper number in order to return the product. Such product will be held for a period of up to 90 days and will then be subject to discard, unless alternative arrangements have been agreed to in advance.

XXXXXXXXXX

Santana Jackson
Assistant Project Manager
Transit Matters Here
919-491-2548

jpg



MUTD Board Staff Report

To: Board of Directors
From: Vince Caristo, Project Management Specialist
For Board Meeting: February 22, 2018
Subject: Technical Assistance for Electric Bus Deployment

Attachments

1. Attachment I - Modified Technical Services Plan

Recommendation: Approve the purchase of technical assistance from the Center for Transportation and the Environment (CTE) to support the deployment of electric buses, not to exceed \$80,000.

Discussion: The District received assistance from CTE in preparing its FY-17 Low-No grant application, and identified CTE as a technical assistance partner in its application. CTE has assisted nearly 30 transit agencies that have either deployed, or will soon deploy, more than 140 zero emission buses. Experience of other transit agencies has shown that partnering with CTE increases the chances successful deployment.

This procurement made use of a provision in the Low-No grant program that allows agencies to wave competition requirements for entities that are identified as project partners in an application.

Financial Impact: This purchase will use Federal Section 5339 funding, which requires a 20 percent match of local funds. The local match is included in the capital reserve funds.



Modified Technical Services Plan

The Modified Technical Services Plan offered by the Center for Transportation and the Environment (CTE) provides a customized level of support to assist Mountain Line with the deployment of zero-emission buses. These technical services mitigate the risks associated with deploying zero-emission buses and help ensure the proposed project successfully meets its objectives.

The technical services are separated into three primary tasks, as follows:

- 1. Project Planning and Initiation.** This phase will include detailed project planning to finalize the scope, approach, tasks, assignments and timeline. This phase will result in a project planning workshop with project team members to align the project team on tasks, assignments, timelines, and expectations to successfully meet project goals and objectives.

Deliverable: Project Planning Workshop onsite at Mountain Line
Project Management Plan
Project Schedule at Initiation

- 2. Vehicle & Equipment Specifications.** CTE will assist the transit agency with finalizing vehicle and equipment specifications and other documents required for bus procurement. CTE will propose an estimated operating plan based on expected usage profiles, and investigate impact to their operating service caused by the specified buses and charging strategy including charger options and available rate structures.

Deliverable: Technical Review of Bus Equipment Specifications

Deliverable: Technical Review of Bus Equipment Specifications
Charging System Specification Analysis and Rate Model Guidance, based on estimated bus utilization and energy consumption

- 3. Deployment Validation.** Once the buses are deployed into revenue service, CTE will assist Mountain Line with planning and implementation of collection and analysis of various operational data points to measure and report actual energy savings, cost savings, and greenhouse gas emissions reductions resulting from deployment of the battery electric buses into revenue service. Mountain Line can utilize the data to generate a series of Key Performance Indicators (KPIs) to validate performance of battery electric buses against other buses in the transit agency's fleet. Mountain Line will capture relevant data to support analysis. Key performance indicators include availability, on-time performance, energy consumption and costs, maintenance costs, and driver acceptance. By tracking and analyzing these KPIs, the transit agency and FTA will be fully informed regarding the overall impact of the electric buses.

Deliverable: Validation Workshop and First Quarter Report



ATTACHMENT I - Mountain Line

FTA Low- or No-Emission Vehicle Deployment Program (Low-No)

Deliverables and Pricing

Deliverable	Deliverable Price
Project Planning Workshop	\$25,000
Project Management Plan	
Project Schedule at Initiation	
Bus Specification Input/Review	\$35,000
Charging System Specification Input/Review	
Deployment Validation Assistance	\$20,000

TOTAL: \$80,000

CTE ACTIVITY MAP



-  CURRENT PROJECTS
-  PENDING PROJECTS
-  MEMBERS
-  TRANSIT
-  PAST PROJECTS

CURRENT PROJECTS

Coordination of Fuel Cell Bus Outreach	Atlanta, GA
Clean Cities-Georgia Administration	Atlanta, GA
Reduced Engine Idle Load (REIL) System	Atlanta, GA
TCRP Battery Electric Bus State of Industry Report	Atlanta, GA
Bus Exportable Power System for Emergency Response	Austin, TX
NorthCAT	Berkeley, CA
Boston Electric Bus Deployment	Boston, MA
Clemson Area Transit Electric Bus Deployment	Clemson, SC
City of Columbia Electric Bus Deployment Project	Columbia, MO
Ohio State Fuel Cell Bus Demonstration	Columbus, OH
Fuel Cell Bus Component Sizing & Simulation Study	Columbus, OH
Central Costa Transit Electric Bus Deployment	Concord, CA
Duluth Electric Bus Deployment	Duluth, MN
Howard County Inductive Electric Bus Deployment	Ellicott City, MD
Lane Transit Electric Bus Deployment Project	Eugene, OR
Lightweight Conformable Hydrogen Storage System	For Wayne, IN
Houston-Galveston Zero-Emission Delivery Vehicle Demo	Houston, TX
Lexington Electric Bus Deployment	Lexington, KY
LAVTA ZEB Transition Support	Livermore, CA
Long Beach Transit Electric Bus Fleet Deployment	Long Beach, CA
Fuel Cell Drayage Truck (ZECT II)	Long Beach, CA
Fuel Cell Bus Commercialization Consortium	Oakland-Orange County, CA
AC Transit Fuel Cell Bus Extended Operations	Oakland, CA
AQIP Goodwill Project	Oakland, CA
AC Transit Battery Electric Bus Deployment Project	Oakland, CA
Waste Heat Recovery at LYNX	Orlando, FL
Port Arthur Transit Electric Bus Deployment Project	Port Arthur, TX
TriMet Electric Bus Deployment Project	Portland, OR
UPS Fuel Cell Hybrid Electric Delivery Van Demonstration	Sacramento, CA
UTA Paratransit Reduced Idling System	Salt Lake City, UT
Public Hydrogen Fueling Stations	San Ramon, CA
Santa Cruz Metropolitan Transit Electric Bus Deployment	Santa Cruz, CA
Seneca Electric Bus Fleet Project	Seneca, SC
City of Shreveport Electric Bus Deployment Project	Shreveport, LA
StarMetro Electric Bus Deployment	Tallahassee, FL
Tempe Route and Rate Modeling Project	Tempe, AZ
SunLine Center of Excellence	Thousand Palms, CA
SunLine Fuel Cell Bus Purchase	Thousand Palms, CA
Delaware Transit Electric Bus Deployment Project	Wilmington, DE
Worcester Clean Fuels Project	Worcester, MA

PENDING PROJECTS

Connecticut Zero Emission Bus Program	Bridgeport/Hartford, CT
Electric Buses and Electric Charging Stations	Flint, MI
Gainesville RTS Zero-Emission Battery Electric Bus Deployment Project	Gainesville, FL
Honolulu Zero Emission Fleet Transition Project	Honolulu, HI
Jacksonville Transportation Authority Zero-Emission Battery Electric Bus Deployment Project	Jacksonville, FL
Lafayette Battery Electric Bus Fleet Conversion	Lafayette, LA
AVTA Bus Deployment	Lancaster, CA
City of Las Cruces Zero Emission Bus Project	Las Cruces, NM
Blue Goes Green Zero Emission Bus Project	Lexington, KY
Citibus Zero Emission Bus Project	Lubbock, TX
Macon-Bibb County Transit Zero Emission Bus Project	Macon, GA
City of Madison Battery Electric Bus Deployment	Madison, WI
Two Agencies, One Goal: All-Electric, Zero-Emission Fleets	Missoula, MT
Vine Transit Zero Emission Bus Project	Napa, CA
Connect Transit Electric Bus and Solar System Deployment	Normal, IL
Broward County Transit Zero Emission Express Bus Project	Plantation, FL
Montgomery County, Maryland Proterra Battery Electric Bus Deployment	Rockville, MD
VIA Battery Electric Bus Implementation -- Phase II	San Antonio, TX
Seneca All-Electric Transit Fleet Rural Expansion Project	Seneca, SC
Purchase 7 Battery Electric Operated Bus and Facility Infrastructure Modifications	St. Louis, MO
Pinellas Suncoast Transit Authority	St. Petersburg, FL
Star Metro Phase II Electric Bus Deployment	Tallahassee, FL
CUMTD Fuel Cell Electric Bus & Infrastructure Deployment	Urbana, IL
Delaware Transit Corporation Deployment of Battery Electric Buses	Wilmington, DE
SMART Zero Emission Bus Deployment Project	Wilsonville, OR

MEMBERS

AC Transit	Oakland, CA
Air Liquide	Houston, TX
Auburn University	Auburn, AL
BAE Systems	Endicott, NY
Ballard	Burnaby, BC
BYD	Los Angeles, CA
CalACT	Sacramento, CA
Clean Cities-Georgia Complete Coach Works	Atlanta, GA Riverside, CA
Eldorado National	Riverside, CA
GreenPower Bus	Porterville, CA
Hagerty	Evanston, IL
Hydrogenics	San Diego, CA
ITM Power	Irvine, CA
Linde Group	Murray Hill, NJ
New Flyer	St. Cloud, MN
Nova Bus	Saint-Eustache, Canada
Phoenix	Ontario, Canada
Proterra	Greenville, SC
Santa Cruz METRO	Santa Cruz, CA
Southern Company	Atlanta, GA
Test Devices	Hudson, MA
Toyota	Torrance, CA
UT-CEM	Austin, TX
Utah Transit Authority (UTA)	Salt Lake City, UT
Valence	Austin, TX

TRANSIT PARTNERS

AC Transit	Oakland, CA
Birmingham-Jefferson County (MAX)	Birmingham, AL
Capital Metro	Austin, TX
Central Contra Costa Transit	Concord, CA
CMRTA	Savage, MD
City of Baltimore	Baltimore, MD
City of Seneca	Seneca, SC
Clemson Area Transit	Seneca, SC
Cobb Community Transit	Marietta, GA
COMO Connect	Columbia, MO
Delaware Transit (DART)	Dover, DE
Duluth Transit Authority	Duluth, MN
Flint MTA	Flint, MI
Lane Transit (LTD)	Eugene, OR
LAVTA	Livermore, CA
Lextran	Lexington, KY
Long Beach Transit	Long Beach, CA
LYNX	Orlando, FL
MBTA	Boston, MA
MARTA	Atlanta, GA
Orange County (OCTA)	Orange County, CA
Port Arthur Transit (PAT)	Port Arthur, TX
Santa Cruz METRO	Santa Cruz, CA
SARTA	Canton, OH
Solano County Transit	Vallejo, CA
SporTran	Shreveport, LA
StarMetro	Tallahassee, FL
SunLine	Thousand Palms, CA
Thunder Bay Transit Authority (TBTA)	Alpena, MI
TriMet	Portland, OR
Utah Transit Authority (UTA)	Salt Lake City, UT
Valley Metro Transit	Tempe, AZ
VIA Metropolitan Transit	San Antonio, TX
Victor Valey Transit Authority	Hesperia, CA
Worcester Regional Transit Authority	Worcester, MA



PROJECT PORTFOLIO

The Center for Transportation and the Environment is successfully managing the following list of projects organized under program based categories: US Department of Transportation (DOT), US Department of Energy (DOE), California Energy Commission and California Air Resources Board, Independent Consulting, and Transportation Demand Management (TDM). Completed Programs are included under Defense Logistics Agency, Southern Hydrogen & Fuel Cell Coalition, DARPA, and Environmental Protection Agency (EPA). For additional information on the projects listed, please visit our website, www.cte.tv



DEPARTMENT OF TRANSPORTATION

LOW OR NO EMISSION VEHICLE DEPLOYMENT PROGRAM (Low-No)

CTE is presently partnered with 15 US transit agencies and four major North American bus manufacturers on 16 Low-No projects. The main purpose of the Federal Transit Administration's (FTA) Low-No program is to deploy the cleanest and most energy efficient US-made transit buses that have been largely proven in testing and demonstrations but are not yet widely deployed in transit fleets.

Massachusetts Bay Transportation Authority *Active*

CTE, in partnership with Massachusetts Bay Transportation Authority (MBTA), is managing the deployment of five battery electric 60' New Flyer Xcelsior XE60 articulated buses and a 450 kW en route rapid charger. The team is deploying the buses on the Silver Line Bus Rapid Transit System in Boston. The new zero-emission buses feature a second powered drive axle that will improve performance on ice and snow-covered roads.

Lextran *Active*

CTE, in partnership with Lextran, the Transit Authority of the Lexington Fayette Urban County Government, in Lexington, KY, is managing a bus replacement project in which five conventionally fueled diesel transit buses are being replaced with five 40' Proterra all-electric transit buses. The buses will be charged en route using a fast charging station that, on average, recharges the buses in less than 10 minutes. This project also received additional Low-No funding for the purchase of a sixth bus.

Duluth Transit Authority *Active*

CTE has partnered with Duluth Transit Authority (DTA) in Duluth, MN and Proterra for this battery electric 40' XR fleet deployment. CTE is assisting DTA in analyzing route data and is working with DTA to determine realistic use scenarios, aid in planning for vehicle deployment, and collecting and analyzing operational data during the demonstration. By replacing some of the oldest diesel buses in the fleet, DTA is further magnifying the air quality impact of the all-electric buses.

Worcester Regional Transit Authority *Active*

As an expansion to CTE's existing five battery electric bus deployment project, FTA awarded Low-No funds to purchase and install a Proterra charging station. The charging station has emergency power generation capability, providing power to the electric bus fleet during power outages.

AC Transit *Active*

CTE is managing a battery electric project for AC Transit to deploy five New Flyer battery electric buses on routes that are also serviced by AC Transit's fuel cell bus fleet. The battery electric buses will be charged overnight at AC Transit's Oakland operating division and enable an excellent comparison between two different electric drive technologies.

TriMet *Active*

CTE, in partnership with Tri-County Metropolitan Transportation District of Oregon (TriMet), is managing the deployment of four battery electric New Flyer Xcelsior XE40 buses with en route fast charging and depot charging in the Portland area. CTE is employing our Route & Technology Analysis to determine the most efficient and cost effective routes on which to deploy the buses.

LOW OR NO EMISSION VEHICLE DEPLOYMENT PROGRAM (Low-No) cont'd

Central Contra Costa Transit Authority *Active*

CTE, in partnership with Central Contra Costa Transit (CCCTA), is managing the deployment of four Gillig zero-emission battery electric buses. Under this project, CCCTA is expanding their existing electric bus service from 13 to 17 buses. The buses are capable of both en route wireless charging and depot plug-in charging.

Santa Cruz Metropolitan Transit District *Active*

CTE has partnered with Santa Cruz Metropolitan Transit District (METRO) to deploy three BYD buses and one inductive charging system. The buses will operate on the Highway 17 Express route connecting Santa Cruz residents with jobs in the high-tech industry in Silicon Valley. METRO began transitioning its fleet to 100% alternative fuel in 2002. Currently, 78 of its 100 buses operate on an alternative fuel. In 2015, METRO's board committed to a path for adding electric buses to its fleet.

Delaware Transit Corporation *Active*

CTE, in partnership with Delaware Transit Corporation (DTC), is deploying six 35' Proterra Catalyst buses with en route and depot charging. The buses will serve the Dover state capitol area. The deployment of the battery electric buses will greatly reduce emissions and help to improve air quality in the state's capital. DTC will also increase service to otherwise underserved areas.

The City of Columbia *Active*

CTE is working with the City of Columbia, Missouri (COMO) to deploy three 30' BYD K7M battery electric buses. The battery electric buses are replacing aging diesel vehicles. By deploying these advanced technology buses, the City of Columbia is reducing its energy consumption and local emissions and continuing to develop the relevant skills and experience necessary to enable future expansion of zero-emission buses in the city's COMO Connect fleet.

Port Arthur Transit *Active*

CTE has partnered with Port Arthur Transit (PAT) in Texas to deploy six Proterra 35' Catalyst Fast Charge buses and supporting

infrastructure. By replacing aging fleet vehicles with battery electric buses, PAT is improving both route efficiency and air quality. This project allows PAT to grow a zero-emission bus fleet and provide the crucial continuing education of its staff helping to maximize the range potential and environmental benefits of the zero-emission buses.

Clemson Area Transit *Active*

CTE is working with Clemson Area Transit (CATbus) to deploy 10 battery electric buses. CTE is assisting CATbus with an RFP process to select the bus provider. Leveraging the successful deployment of the nation's first zero-emission transit fleet in Seneca, SC, the goal of this project is to replace aging diesel buses serving Clemson University and the City of Clemson. CATbus' goal is to transition to a 100% zero-emission fleet.

City of Shreveport *Active*

CTE has partnered with the City of Shreveport, LA to deploy five Proterra 35' Catalyst buses with depot charging. The buses will operate on three routes and also use an overhead fast charger for range extension. The fast charger location at the new central intermodal facility will provide opportunities for expansion. The battery electric buses are replacing five diesel buses that all have exceeded their useful life.

Lane Transit *Active*

CTE is working with Lane Transit District (LTD) in Oregon to deploy three 40' BYD K9M battery electric buses. The buses will operate on routes servicing the Eugene and Springfield metropolitan areas. The new battery electric buses are replacing existing diesel buses that are approaching the end of their useful life. Replacing these older buses with zero-emission vehicles will help lower LTD's overall fleet maintenance labor and parts costs as well as begin to lower overall emissions from transit service.

Long Beach Transit *Active*

CTE has partnered with Long Beach Transit (LBT) to manage the RFP process for the deployment of three battery electric buses. These buses supplement LBT's currently planned fleet of 10 BYD buses being deployed under a CTE managed TIGGER grant.



Long Beach Transit (LBT) is Deploying 13 Battery Electric Buses

CTE is assisting LBT on the procurement and deployment of 10 zero emission buses under a TIGGER grant. CTE is also managing LBT's RFP process for an additional three battery electric buses as part of a Low-No award.

TRANSIT INVESTMENTS FOR GREENHOUSE GAS & ENERGY REDUCTION (TIGGER), CLEAN FUELS, & LIVABILITY PROGRAMS

The Federal Transit Administration (FTA) provided discretionary grants to public transit agencies through the Transit Investments for Greenhouse Gas and Energy Reduction program, also known as TIGGER. These grants support capital investments that assist in reducing the energy consumption or greenhouse gas emissions of public transit systems. FTA also supports similar initiatives through its Clean Fuels and Livability programs.

Long Beach Transit *Active*

CTE, in partnership with Long Beach Transit (LBT) in Long Beach, CA, is managing a project that replaces conventionally fueled diesel transit buses with battery electric transit buses operated by LBT. The Zero-Emission Bus Project presents a unique and innovative way to produce dramatic reductions in GHG emissions generated by bus fleet operations as well as a significant reduction in energy consumption.

The project includes procurement of BYD battery electric transit buses and charging infrastructure, vehicle production and deployment, and installation of en route and depot charging stations. Deployment is followed by two years of data collection and reporting.

Seneca *Active*

CTE, in partnership with the City of Seneca, SC and Clemson Area Transit (CATbus), is managing a bus replacement project in which four conventionally fueled diesel transit buses were replaced with four Proterra 35' Fast Charge battery electric transit buses, operating as a fare-free service in Seneca, SC. Seneca's transit fleet is operated by CATbus, the largest public fare-free transit service in the US, serving an estimated two million passengers per year. Deploying zero-emission all-electric buses provides a unique opportunity for FTA to demonstrate the viability of these technologies to reduce energy consumption and emissions and to establish the nation's first transit system with no carbon footprint. The project includes vehicle production, testing, and deployment followed by two years of data collection and reporting.



Seneca, SC Deployed First Entirely Electric Bus Fleet in US

The city is running six Proterra battery electric buses, operated by Clemson Area Transit (CATbus). CTE and CATbus are working together again on a Low-No project to deploy 10 more battery electric buses in the area.

Worcester Clean Fuels Project *Active*

CTE is managing a project in Worcester, MA to replace five diesel transit buses with five zero-emission all-electric buses. Worcester Regional Transit Authority (WRTA) is using Proterra's EcoRide BE-35 Fast Charge battery electric transit buses. WRTA expects to reduce annual petroleum consumption by more than 23,000 gallons, resulting in an estimated reduction of 53 tons of greenhouse gas emissions. The project is funded by FTA under the Clean Fuels Grant Program, which assisted non-attainment and maintenance areas in achieving or maintaining the National Ambient Air Quality Standards for ozone and carbon monoxide.

Howard County *Active*

CTE, in coordination with Maryland Transit Administration and Howard County, MD is replacing three diesel body-on-chassis vehicles with lightweight, purpose-built BYD electric buses. The electric buses will be charged through a Momentum Dynamics inductive charger that will be located in downtown Columbia, MD. This project demonstrates and evaluates the energy efficiency and cost effectiveness of opportunity charging of electric bus batteries. The non-contact charger will provide energy to the batteries through electromagnetic induction.

StarMetro *Complete*

CTE, in partnership with StarMetro, a transit agency in Tallahassee, FL, managed a bus replacement project in which five conventionally fueled diesel transit buses were replaced with five Proterra 35' composite-body electric transit buses. The project provided a unique opportunity to test battery-powered buses in Florida's hot and humid climate. The buses were charged en route using a fast charging station, allowing the buses to remain in operation throughout the day. The project included vehicle production and deployment, followed by two years of data collection and reporting.

Thunder Bay Transit Authority *Complete*

CTE managed a pilot project in Alpena, MI to deploy four series hybrid electric trolley buses. The four series hybrid buses operated on lithium-iron-phosphate batteries. The four hybrid buses were used on a newly established fixed route system within the downtown business/residential area of Alpena.

VIA Metropolitan Transit *Complete*

CTE and the University of Texas Center for Electromechanics (CEM) collaborated with VIA in San Antonio, TX to secure funding for a pilot project that replaced three standard diesel transit buses with three composite-body, zero-emission, quick charge Proterra electric buses in daily urban transit service.

NATIONAL FUEL CELL BUS TECHNOLOGY DEVELOPMENT PROGRAM (NFCBP)

Beginning in 2007, the Federal Transit Administration provided research funds to assist with the commercialization of fuel cell bus technology. CTE is the prime grant recipient in these research and demonstration awards.

Coordination of Communications and Outreach *Active*

CTE is coordinating data gathering and outreach activities to increase awareness on fuel cell transit bus commercialization:

- Lead an industry review of risk management in zero-emission bus procurement
- Develop and manage the International Fuel Cell Bus Website: www.gofuelcellbus.com
- Develop and distribute fuel cell bus informational videos
- Facilitate International Fuel Cell Bus Workshops

AC Transit Fuel Cell Bus Fleet Extended Operations *Active*

CTE is managing an award supporting the continued operation of AC Transit's 12 fuel cell bus fleet through 2017. The grant provides extended support for warranties that began expiring in August of 2013. The AC Transit fuel cell bus fleet entered operation in 2010 and is the largest fleet in the world. The fuel cell buses have provided an 83% increase in the fuel economy over the control diesel fleet. This grant allows these buses to continue to operate, providing critical operational and maintenance cost data on performance over time, and fuel cell, battery and drive system durability.

OCTA Fuel Cell Bus *Active*

CTE, in partnership with Orange County Transit Authority (OCTA) is deploying an EIDorado-BAE Systems "All American" fuel cell bus and demonstrating the technology in on-road service. The pre-production heavy-duty urban transit bus features

a Ballard Power Systems FCvelocity-HD7 fuel cell and BAE Systems propulsion system.

Fuel Cell Bus Component Sizing Simulation and Study *Active*

CTE is working with a number of US transit agencies to determine what the lowest cost fuel cell bus configurations are to accomplish the greatest fraction of real world transit routes. CTE is collecting real world operational data from likely end users of zero-emission buses, focusing on those routes that CTE views as challenging with current battery electric bus technology. CTE is evaluating route data in a simulation environment that considers a large range of possible configurations and use cases. CTE is managing the route data selection and collection and collaborating with the National Renewable Energy Laboratory (NREL) during analysis.

SARTA Fuel Cell Bus OSU Demonstration *Active*

The project team is providing a 40' "All American" fuel cell bus and demonstrating the bus in operation for one year at Ohio State University in Columbus, Ohio. CTE is collaborating to commission the first hydrogen fueling station in Columbus, which is dedicated to the fuel cell bus demonstration. In addition to the operation on the OSU campus, CTE is coordinating fuel cell bus outreach and planning efforts with Stark Area Regional Transit Authority (SARTA) and SunLine Transit.

COMPLETED NFCBP PROJECTS

Proterra First Generation Prototype Fuel Cell Hybrid Bus

Proterra Next Generation Fuel Cell Bus Demonstration

Worldwide Fuel Cell Bus Survey

Birmingham Fuel Cell Bus Demonstration

Columbia Hydrogen Fueling Station

BUS EFFICIENCY ENHANCEMENTS RESEARCH DEMONSTRATIONS (BEERD)

This is a FTA program promoting the development and demonstration of targeted energy efficiency enhancement for transit buses.

Thermoelectric Heat Recovery at LYNX *Active*

CTE is partnering with Hi-Z, International Trade Bridge, Florida Solar Energy Center, Energy Florida, and LYNX Transit in Orlando, FL to develop and demonstrate a thermoelectric generator that will be used to reduce the amount of power required from the alternator during operation. Florida Solar Energy Center is conducting a third party evaluation during demonstration to assess the quality and efficiency of the thermoelectric generator. The project is applying the technology initially developed for spacecraft and transitioning the work to transit systems with a waste heat recovery system that is expected to generate 1000W of 24V power to support bus systems, utilizing energy that would otherwise literally be sent out the tail pipe.

Reduced Engine Idle Load (REIL) System *Active*

CTE, in partnership with BAE Systems, New Flyer, and the Metropolitan Atlanta Rapid Transit Authority (MARTA), was selected to develop and demonstrate a Reduced Engine Idle Load (REIL) System for conventionally powered (diesel and CNG) transit buses. The system creates fuel economy and emission reduction benefits by electrifying bus accessories and allowing engine-off accessory operation.

UTA Paratransit Reduced Idling System *Active*

CTE is partnering with Utah Transit Authority (UTA) to develop and demonstrate a system that will eliminate or reduce idling during paratransit passenger loading operations, lowering operating costs, reducing energy usage, and improving air quality. University of Texas Center for Electromechanics (CEM), TWA, and the University of Utah, among others, are assisting CTE and UTA in the project.

INNOVATIVE SAFETY, RESILIENCY, AND ALL-HAZARDS EMERGENCY RESPONSE AND RECOVERY RESEARCH DEMONSTRATIONS

This is a FTA program to develop and showcase promising technologies, methods, practices and techniques that improve public transportation systems and assist with emergency response.

Bus Exportable Power Supply for Emergency Response *Active*

CTE has partnered with CEM and Hagerty Consulting to develop a Bus Exportable Power Supply (BEPS) System that gives hybrid buses the capability to act as on-demand, mobile, electrical-power generators. This technology is especially useful in emergency disaster response and recovery, when traditional power supplies are not reliable. The project team is responsible for system design, demonstration, and a documented recommended methodology for implementation in real-world applications.



Fuel Cell Delivery Van Deployment *Active*

CTE and UPS have joined to develop a zero-emission fuel cell hybrid electric delivery van as part of the Department of Energy's (DOE) investment to commercialize cost effective hydrogen technologies. In partnership with Hydrogenics USA, University of Texas Center for Electromechanics (CEM), UES, Valence Technology, and UPS, the project team is retrofitting 17 delivery vans with fuel cell hybrid powertrains and testing these vehicles at distribution facilities across California. In addition to DOE, this project is also supported by the California Energy Commission and South Coast Air Quality Management District (SCAQMD).

Houston-Galveston Zero-Emission Delivery Vehicle Demonstration *Active*

The Houston-Galveston Area Council and CTE have partnered to demonstrate the effectiveness of all-electric vehicles for the transportation of manufactured goods and products. The goal of the project is to determine if these vehicles can perform at the same level of operation as similarly sized diesel delivery vehicles, while reducing vehicle emissions and petroleum consumption.

Selected fleet operators are deploying 30 medium- and heavy-duty all-electric delivery trucks in the Houston-Galveston-Brazoria NAAQS 8-hour ozone non-attainment area. As part of deployment, CTE is modeling the vehicles and routes, then validating the routes once vehicles are delivered. The project includes two years of operational data collection and reporting.

Fuel Cell Drayage Truck (ZECT II) *Active*

CTE joins a team led by the South Coast Air Quality Management District (SCAQMD) in a project to demonstrate and deploy zero-emission drayage trucks for goods movement between the ports and near dock facilities that can significantly reduce emissions and become economically viable.

This project is a critical component of the wider San Pedro Bay Ports Zero-Emission Cargo Transportation program (ZECT program) in which five fuel cell electric vehicles will be demonstrated with a range of fuel cell sizes and battery capacities. CTE is working with BAE Systems, Ballard, Kenworth Trucks, and TTSI to develop and deploy one of the vehicles. These advanced

technology trucks will operate along major drayage truck corridors including the Terminal Island Freeway, a primary corridor for port cargo travelling between Port of Los Angeles and Port of Long Beach terminals and the Intermodal Container Transfer Facility.

Lightweight Conformable Hydrogen Storage System *Active*

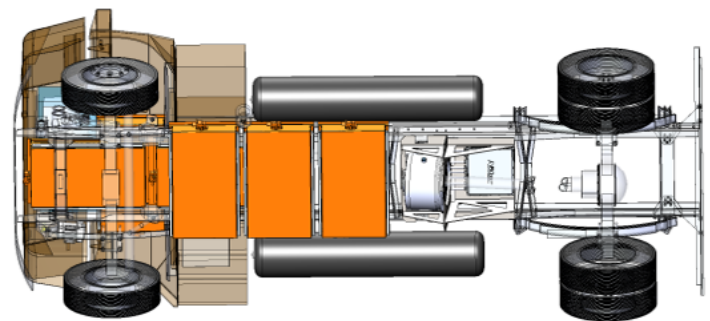
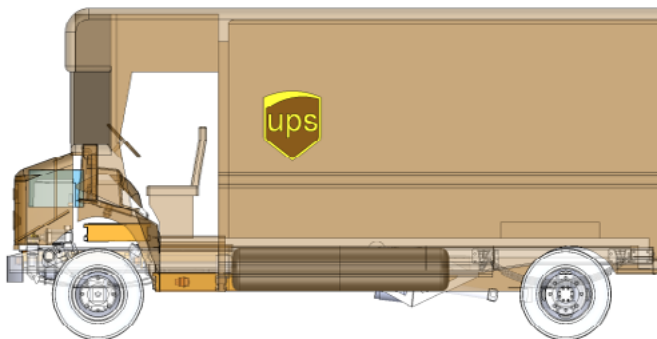
CTE, along with High Energy Coil Reservoirs, LLC and University of Texas Center for Electromechanics (CEM) is developing and demonstrating a conformable, lightweight 700 bar gaseous hydrogen storage system through funding received from the DOE Fuel Cell Technologies Office Incubator Program. The HECC core technology is an extruded pressure vessel with a continuous support structure woven over the core liner. The project is adapting this for hydrogen storage by identifying a plastic liner compatible with hydrogen, and developing a pressure containment design to meet the requirements of 700 bar gaseous storage.

Clean Cities-Georgia *Active*

CTE supports the Clean Cities-Georgia coalition through management of a portion of the coalition's administrative and accounting work. This effort includes submission of Quarterly Alternative Fuel Price Reports for the state to DOE, completion of DOE's Annual Clean Cities Coalition Questionnaire, recording of the bi-monthly coalition Board meeting minutes, and management of the organization's accounting procedures. CTE has performed similar work for Clean Cities-Georgia since 2003.

COMPLETED DOE PROJECTS

- Southeast Regional Alternative Fuels Market Initiatives Program
- Southeast Regional EV Readiness Planning Program
- DeKalb County/Metropolitan Atlanta Alternative Fuel and Advanced Vehicle Project
- Flywheel Energy Storage and Conservation



Fuel Cell Delivery Van Deployment

CTE and UPS are leading the development of a zero emission fuel cell delivery van capable of meeting strenuous delivery routes where battery electric technology cannot always perform the duty-cycle.



Fuel Cell Electric Bus Commercialization Consortium *Active*

CTE is currently managing a large-scale, zero-emission fuel cell electric bus project, and has assembled a strong team of private and public partners including the Alameda-Contra Costa Transit District (AC Transit), the Orange County Transportation Authority (OCTA), New Flyer Industries, Ballard Power Systems, and Linde Gas. Sponsored by the California Air Resources Board (CARB) with a \$22.3 million California Climate Investments Grant, the Bay Area Quality Management District (BAAQMD) with a \$1 million grant, and South Coast Air Quality Management District (SCAQMD) with another \$1 million grant, the Fuel Cell Electric Bus Commercialization Consortium Project (FCEBCC) aims to help realize the commercialization of fuel cell electric buses and establish them as an industry standard.

The 20 fuel cell electric buses will be deployed in revenue service at AC Transit and OCTA, with 10 buses for each agency. The buses will be built by New Flyer, the leading manufacturer of heavy-duty buses in North America, and Ballard Power Systems, a major fuel cell and power plant supplier. Linde Gas will provide the fuel supply and technology to support the operation of the buses. By utilizing these fuel cell electric vehicles in more transit agencies and engaging a collaboration between major manufacturers, this consortium will decrease the unit cost of fuel cell electric buses and enable an expanded accessibility to zero-emission technology for transit.

Northern California Advanced Vehicle Technologies Program (NorthCAT) *Active*

CTE has partnered with University of California-Berkeley Transportation Sustainability Research Center and seven other organizations to develop a Northern California Center for Alternative Transportation Fuels and Advanced Vehicle Technologies (NorthCAT). The NorthCAT team is developing the physical space and institutional arrangements (the "infrastructure") for the education, training, demonstration, and full-scale deployment of alternative transportation fuels and advanced vehicle technologies in the Northern California region.

Project partners include:

- University of California-Berkeley Institute of Transportation Studies, Richmond Field Station in Richmond, CA
- Lawrence Berkeley National Laboratory in Berkeley, CA;
- Schatz Energy Research Center at Humboldt State University in Arcata, CA;
- Prospect Silicon Valley center in San Jose, CA;
- Bevilacqua-Knight Inc./California Fuel Cell Partnership in Sacramento, CA;
- Bay Area Air Quality Management District; and
- CalCharge consortium

Public Hydrogen Fueling Stations *Active*

CTE is working with various project teams to install light-duty hydrogen stations at strategic locations in California. CTE is working with Linde to build a new station in San Ramon, California and modify an existing station at AC Transit's Emeryville facility, and is assisting with project management and outreach tasks. The Linde projects are part of a \$200 million funding program the California Energy Commission (CEC) has committed to expand the retail hydrogen fueling infrastructure within the state. In total CEC intends to support the installation of 100 hydrogen refueling stations throughout California over the next several years.

In addition, CTE is closely assisting Toyota with the deployment of hydrogen refueling infrastructure in California. With the recent announcement of Toyota's interest in fuel cell truck applications, CTE's relationship will be valuable in assisting Toyota's entrance to the California zero-emission truck market.



CTE is Assisting Toyota with Deployment of Light-Duty Hydrogen Stations Throughout California

The Toyota Mirai is one of the first commercially available fuel cell cars in California. CTE is leveraging our internal expertise with hydrogen station deployment to expand the refuelling network across the state.

In addition to publicly funded grant based programs, CTE engages in contracted work to assist clients with their specific transportation needs. CTE's modeling services answer transit operators' route and vehicle optimization questions through simulation and analysis. CTE also provides procurement consulting, industry standards advisement, market surveying, technical event planning, and general project management services.

Livermore Amador Valley Transit Authority *Active*

CTE is providing on-call multi-discipline research, development, design, and project management support services for various projects associated with Livermore Amador Valley Transit Authority's fleet management and transition to an all electric and zero-emissions bus fleet. These activities include writing grant applications, providing technical assistance in writing and reviewing RFP responses, route and technology analysis as well as managing zero-emission bus demonstrations.

SolTrans *Active*

CTE is providing a series of analyses in support of SolTrans' transition to a zero-emission fleet. CTE started with a Route & Technology Analysis to assess the viability for using battery electric buses on selected routes within the SolTrans fixed route network. This was followed by development of a fleet transition strategy and plan to migrate SolTrans' entire fleet to zero-emission by 2040. CTE is also conducting a life cycle cost analysis to ascertain the relative costs and benefits of various types of fuels including diesel, CNG, and electricity.

Tempe Streetcar *Active*

CTE has been commissioned by the City of Tempe to investigate battery-electric and hydrogen fuel cell technologies that can allow a streetcar to operate "off-wire" (without the traditional overhead catenary system) on a three-mile route planned through downtown Tempe, AZ. The study includes vehicle performance modeling and simulation, operations and capital cost estimates, and RFP development and response evaluation.

SunLine Fuel Cell Bus Standard Procurement *Active*

CTE completed the first procurement of a fuel cell bus under a standard RFP process. This 40' heavy-duty transit bus in partnership with EIDorado National, BAE Systems, and Ballard Power Systems was delivered to SunLine Transit in Thousand Palms, CA. This procurement represents a significant step towards commercialization for the fuel cell bus industry. Typically fuel cell buses have been procured and built under various federally funded research programs, most notably the Federal Transit Administration's National Fuel Cell Bus Program. The fuel cell bus, based on the SunLine "All American" configuration, utilizes an EIDorado National heavy-duty urban transit bus glider with a Ballard FCvelocity-HD6 fuel cell power module and BAE Systems' HybriDrive® propulsion system.

SunLine Center of Excellence *Active*

CTE is assisting SunLine Transit Agency in the development of the Center of Excellence in Zero-Emission Technology (CoEZET). CoEZET is a workforce training program focused on maintaining

and operating zero-emission buses in public fleets. Public and private organizations, including transit agencies, colleges, private industry, and government agencies, are collaborating with SunLine to develop curriculum and resources for zero-emission buses maintenance. SunLine Transit Agency will also be building a state-of-the-art maintenance facility designed exclusively for zero-emission bus maintenance with learning facilities for CoEZET.

Standard Bus Procurement Guidelines for Zero-Emission Buses *Active*

CTE is a founding member of the American Public Transportation Association's Zero-Emission Bus Procurement Guidelines Working Group. The purpose of this group is to establish the Standard Bus Procurement Guidelines to help transit agencies specify and procure zero-emission transit buses. The group consists of a cross section of bus manufacturers, major component suppliers, transit agencies, and industry representatives. The goal of the group is to make the procurement process efficient and effective leading to successful deployments and the growth of the fuel cell and battery electric bus market.

Cobb Community Transit Zero-Emission Circulator *Complete*

CTE conducted a Route & Technology Analysis based on battery electric buses for the planned Cumberland Circulator, which will serve existing commercial, retail, and residential development. The deliverable resulting from this scope of work included a recommendation on the types of electric bus technology suitable for operation on the Cumberland Circulator, cost estimates for electricity to operate the electric circulator, a list of bus manufacturers currently supplying the recommended technology, and a list of transit agencies currently operating or purchasing the recommended technology.

County Connections Zero-Emission Bus Symposium *Complete*

CTE facilitated Central Contra Costa Transit Authority's Zero-Emission Bus Technology Symposium: Shaping the Future of Transportation, the agency's first technical symposium for zero-emission buses. The Symposium allowed government officials, advanced transportation providers, California transit operators, and other transit professionals to discuss the deployment of zero-emission transit buses in California and its effect on future transportation systems. Speakers included major bus manufacturers, zero-emission technology providers, government officials, transit leaders, and utilities.

Flint Fuel Cell Bus Standard Procurement *Complete*

CTE, in partnership with EIDorado National, BAE Systems, and Ballard Power delivered an American made 40' low floor hydrogen fuel cell transit bus to the Mass Transportation Authority in Flint, Michigan. This is the second US fuel cell bus procured through standard procurement methods. The bus offers an average range of 260 miles at an average fuel economy of 7 miles per diesel gallon equivalent, doubling the fuel economy of conventional transit buses.

Overhead Charging Standards Committee *Active*

CTE is an active member of Electric Power Research Institute's Bus and Truck Charging Group. The purpose of this group is to promote the creation of standard charging interfaces and interoperability between manufacturers of plug-in, overhead charged, and wireless battery electric buses and associated infrastructure. CTE has recently focused on contributing to the SAE J-3105 Overhead Charging Standards Development committee. The goal of the committee is to develop a standard to allow for interoperability of any overhead fast charging system with any bus that has adopted the standard. It also ensures safety, compatibility, and reliability while allowing for competition among bus and infrastructure providers. The standard is expected to promote successful deployments and the growth of the battery electric bus market.

State of Practice for Battery Electric Buses *Active*

CTE was commissioned by the Transit Research Board (TRB) to conduct a study of "The State of Practice for Battery Electric Buses (BEBs)" under the Transit Cooperative Research Program (TCRP). As battery technology continues to change and more transit agencies are looking into battery electric buses, the wealth of data and experience from early adopters is valuable to agencies that seek fleet electrification. This study aims to provide an overview of the state of the practice regarding battery electric buses including planning, deployment, service, operations, and maintenance. The study draws from a survey of select transit agencies operating battery electric buses, as well as information gathered in part by a literature review of sources such as agency reports and peer reviewed journal articles. In-depth case studies will also be performed for three to four of the agencies surveyed.



TRANSPORTATION DEMAND MANAGEMENT

Transportation Demand Management (TDM) provides alternatives to driving alone and includes a broad range of strategies such as carpooling, vanpooling, and public transit as well as encourage use of non-motorized travel such as biking or walking. TDM is used in many communities and regions to help manage the demand for, and improve the performance and efficiency of, their transportation systems. CTE has nationally recognized expertise in developing and evaluating TDM strategies that have measurable results including, but not limited to:

- Calculating the qualitative and quantitative impacts of program areas such as media/marketing campaigns, employer and commuter outreach services, and regional programs
- Establishing consistent regional evaluation protocols and reporting procedures
- Developing and implementing structured evaluation plans including enhanced data collection tools, methodologies, and performance measures resulting in more rigorous and inclusive assessment of TDM effectiveness

Georgia Commute Options-TDM Evaluation Support *Active*

Georgia Commute Options, sponsored by GDOT, is the regional TDM program in Atlanta. It offers free services to educate commuters and employers on alternatives to driving alone to reduce traffic and improve air quality. CTE provides programmatic support to the Georgia Commute Options contractor.

These activities include strategic direction, conduct national research and best practices on topics defined by HNTB, develop performance metrics to assess a variety of measures related to commuter, employer and property manager participation in commute alternatives and assistance programs, evaluation of new and/or changes to components within the regional incentive programs, and assist in the development of pilot projects to test improvements to incentive programs and/or marketing campaigns and evaluate their effectiveness.

COMPLETED TDM PROJECTS

GDOT Measurement and Evaluation

GDOT Branding

Evaluation of Triangle J TDM Programs

Arizona Statewide Rideshare & Vanpool Program

Association for Commuter Transportation

Missoula (Montana) in Motion

COMPLETED PROGRAMS



DEFENSE LOGISTICS AGENCY

The following projects were part of a pilot series to demonstrate the economic, operational, and environmental benefits of powering material handling equipment with fuel cells.

DDJC Hydrogen Fuel Cell Pilot Program

CTE managed the development of a hydrogen pilot program at the Defense Depot San Joaquin (DDJC), in Tracy, CA. The project included 20 hydrogen powered forklifts, using Plug Power GenDrive™ fuel cells, for warehousing activities and a proton on-site electrolysis-based hydrogen generation system.

Fort Lewis Hydrogen Fuel Cell Pilot Program

CTE provided a turnkey hydrogen and fuel cell demonstration project at the US Army's Forces Command at Joint Base Lewis-McChord in Tacoma, WA. The project included the key elements of a clean hydrogen energy cycle including recovery and clean up of wastewater treatment plant digester gas that was used to produce hydrogen from reformation, hydrogen storage, trans-

port, and dispensing, and demonstration of 19 fuel cell powered electric forklifts and one fuel cell powered shuttle bus.

Extended Range Hydrogen Utility Vehicle

CTE led a two-phase project to identify and apply novel on-board hydrogen storage materials, processes, and power system designs to extend the operating range of electric utility vehicles. The team was selected to build, test, and demonstrate the vehicles throughout a 12-month pilot period.

Hybrid Hydrogen Yard Tractor

CTE identified novel on-board hydrogen storage materials, processes, and power system designs to extend the operating range of hydrogen yard tractors. The team conducted an engineering design analysis to identify and compare potential hydrogen storage technologies.



SOUTHERN HYDROGEN & FUEL CELL COALITION

The Southern Hydrogen and Fuel Cell Coalition (SHFCC) was a funding mechanism by which CTE provided seed funding to hydrogen-based projects in the early stages of technology development and deployment. Seed funding is typically used to carry out the initial stages of a project, validate a concept, or deploy/enable an early market application.

These projects included:

- UT-CEM/Williams Hybrid Power Flywheel

- Texas DOT Strategic Plan for Hydrogen Vehicles
- UAB Fuel Cell Bus Program Development
- Georgetown University Next Generation Bus
- Fuel Cell Lift Truck Demonstration
- University of Texas Flex-Fuel HICE Hybrid Shuttle Bus
- Alternative Fueling Feasibility at the San Antonio Airport
- Preliminary Flywheel Design for Fuel Cell Transit Bus
- Atlantic Station Fuel Cell Power Plan
- CARTA Fuel Cell Bus Demonstration - Data Collection



DARPA ELECTRIC & HYBRID VEHICLE TECHNOLOGIES

Under creative management by the Defense Advanced Research Projects Agency (DARPA) of the Department of Defense, the Electric and Hybrid Vehicle Technologies Program competitively selected seven regional advanced transportation technology consortia, including CTE. The consortia organized industry teams to recommend and develop technology solutions, provide additional project management, and ensure that participants would share the cost of developing and implementing advanced vehicle technologies. This fast-tracked partnership initiated over 300 projects with 450 organizations.

CTE's contributions included:

- Flywheel Safety and Containment Systems
- Flywheel Integration on Advanced Technology Transit Bus
- Advanced Locomotive Propulsion System (ALPS)
- Fast Charge Evaluation of Electric Ground Support Equipment
- Integrated EV/HEV Drive System
- Advanced Battery Charge Management System
- Advanced Hybrid Electric HMMWV Development
- Accelerated Fleet Integration of MD and HD Technologies
- Back Bay National Wildlife Refuge
- Hybrid Electric HMMWV Auxiliary Power Unit and Laser
- 100kW Brushless Permanent Magnet Traction Drive



ENVIRONMENTAL PROTECTION AGENCY

National Clean Diesel Campaign

CTE partnered with Delta Air Lines to reduce diesel emissions at Hartsfield-Jackson Atlanta International Airport by repowering diesel ground support equipment to all-electric units. The team retrofit 11 container loaders and 24 belt loaders.

EPA Emerging Technology Verification

CTE, in partnership with Truck Emission Control Technologies, Inc., managed a project that tested the performance of diesel emissions reduction technology on truck fleets in San Antonio, TX, and Indianapolis, IN.

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