

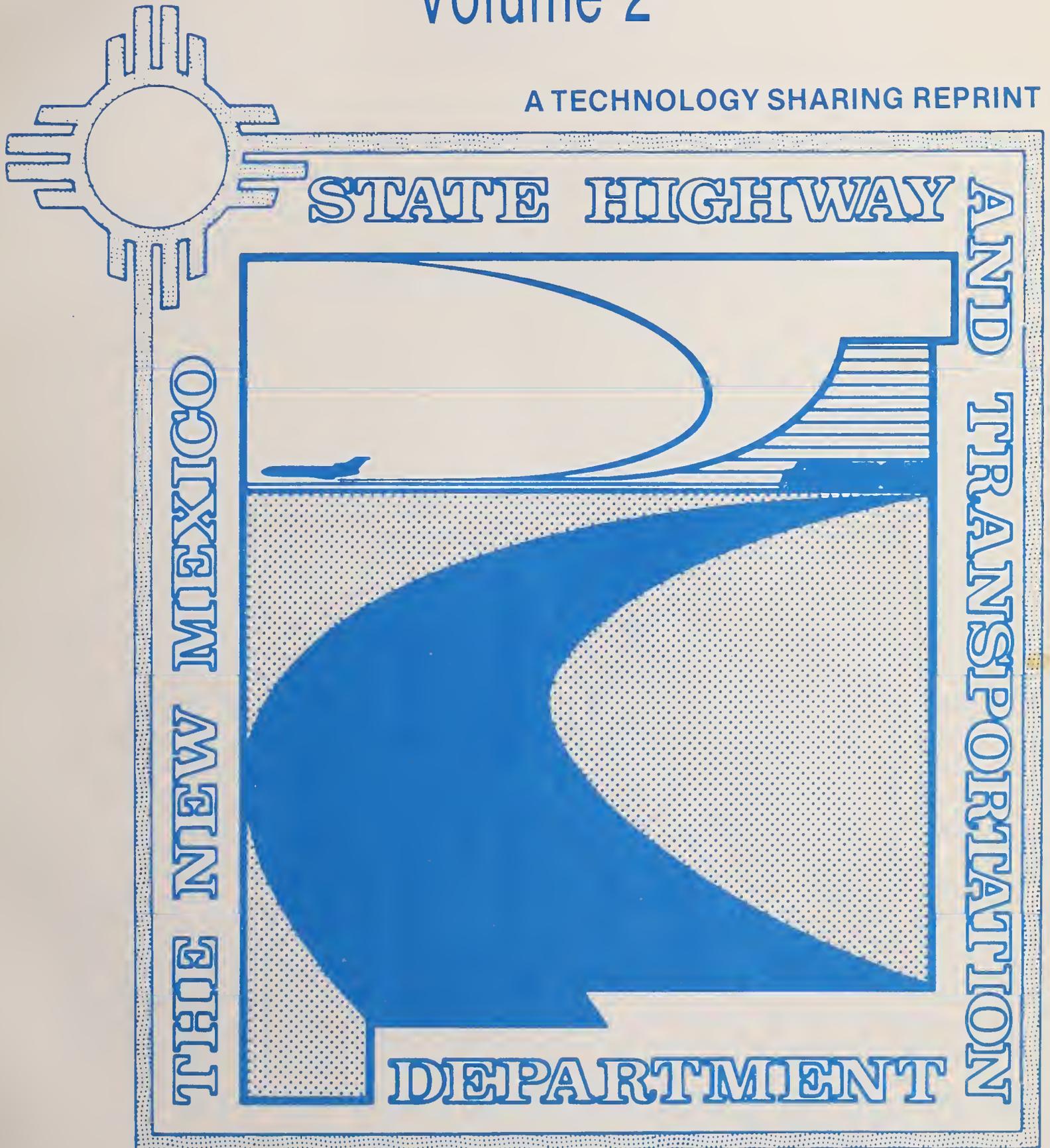


U.S. Department of
Transportation

June 1990

Guidebook for Planning Small Urban and Rural Transportation Programs Volume 2

A TECHNOLOGY SHARING REPRINT





***Guidebook for Planning Small
Urban and Rural
Transportation Programs***

Volume 2

Prepared for

The New Mexico State Highway and Transportation Department
Transportation Programs Division

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Chapter IX. COMMUNITY INVOLVEMENT

A. Introduction

Of major importance to the successful planning, implementation, and operation of transportation systems is the involvement of the local community e.g., community leaders, general public, senior citizens, disabled citizens, commuters, etc. in all aspects of program development. Many well intentioned systems have failed because the final product (service) was not structured to meet the needs of the local community, and because local advocacy groups felt they had not been consulted or involved in the planning process.

This section of the workbook provides information on the need and approaches to involve the local community in planning efforts and the opportunities to promote ridership and build a constituency through community involvement. (service) was not structured to meet the needs of the local community.

B. Need for Community Involvement

Once a successful system has been implemented, it is essential that there is a plan providing for continuing community involvement to ensure that:

- 1) The system continues to be responsive to the needs of the area.
- 2) Program information is being properly disseminated to both system users and non-users.
- 3) Community leaders are apprised of system successes to facilitate continuing support, both financial and other.
- 4) The system's image is consistent with stated goals and objectives.
- 5) Service modifications are explained in a timely and thorough manner.
- 6) Operating procedures and regulations are well understood and supported by the local community.

A community that has been provided the opportunity to participate in the original system planning process, is involved in an on-going and open service evaluation process, and is used as a "sounding board" for possible system improvements and changes, will be supportive of that system, both financially and in terms of ridership.

C. *Methods for Promoting Community Interaction*

Public relations, promoting an awareness of the transportation system and its many benefits to the community, and developing a rapport with the local community can be accomplished in a variety of ways. Some of the more successful methods include:

1. *Advisory Committee*

Invite a variety of community leaders, special interest group representatives, and a cross section of general public transit users and non-users to serve on a citizen's advisory council to provide input and recommendations relative to the design and operation of the system. Try to meet monthly -- no less than quarterly.

2. *Program Materials*

Develop concise, easy to use brochures and program guides for distribution throughout the community. This is a very inexpensive method of creating an awareness for your program.

3. *Speaker Services*

Notify community organizations that personnel are available to speak about the transportation system, to answer any questions, and to solicit advice and guidance. It is flattering to be asked to provide your opinion, and everyone is a self-proclaimed transportation expert.

4. *Focus Group Meetings*

Provide special interest groups e.g., elderly, disabled, commuter, etc. with the opportunity to discuss the pros and cons of the system, as it relates to their specific needs, with the appropriate system personnel. You can be assured you will benefit from these sessions.

5. *Public Hearings*

Conduct periodic, well-advertised, public hearings to provide a forum for discussion and question/answer sessions concerning service quantity, service quality, proposed system changes or improvements, etc. If possible, request that questions be submitted in writing prior to the actual hearing.

6. *Business and Government Relationships*

Promote the benefits of the transportation system to the business and government community, and communicate ideas and concerns through forums such as the League of Women Voters, Chamber of Commerce, local business organizations, and local elected officials.

7. *Community Events*

Participate in special community events such as parades and fairs. For example, offer to ride a group of veterans in the Veteran's Day Parade as a public service. Offer temporary, free advertising space on agency vehicles to community organizations.

8. *Facility Open House*

Invite local government and business leaders to tour the system facility, meet system personnel, and if desired, ride on the system vehicles. The same invitation can be extended to the general public or special interest groups.

9. *Public Opinion Sampling*

There are a variety of methods for gathering information about how your service is being received, how aware the community is about the extent of those services, and how receptive a particular area is to possible system modifications. These can include on-board surveys, telephone surveys, newspaper surveys, or direct mail surveys. Surveys can be targeted toward the general public, current users, non-users, or a specific group such as the elderly or disabled. Sample survey forms have been included in this chapter appendix.

D. Structuring a Plan for Community Involvement

To structure a plan for increasing community involvement and interaction with the transportation program, begin by:

- 1) Completing Work Sheet #1 included in this chapter appendix. This will provide a listing of those agencies, groups, and individuals that could provide pertinent input to your program. A review of the telephone directory's human services and government sections will be helpful in completing the list.
- 2) Send a letter to those listed on the work sheet that summarizes the transportation services being proposed or currently provided. Include available descriptive information; e.g., brochures, route maps, eligibility requirements, days and hours of service, etc. Indicate that the purpose of your letter is to inform the agency of the services available, and to request their input relative to these services.
- 3) Contact each person by telephone after receipt of the letter and propose a meeting to discuss the current or proposed transportation system, its goals and objectives, and its possible benefits to area residents, and their involvement and support.

- 4) Develop a plan for continuing interaction with the agencies or individuals that have been contacted, using some of the methods previously presented for promoting community involvement. Your plan should be developed to reflect and implement the following underlying management philosophy:

"My job is to provide the best transportation service I possibly can within the budget and other constraints imposed upon me. You can be assured of my very best professional efforts to help you, my friends and neighbors, in any way I can. I solicit your advice and guidance -- it will materially help me to do my job better. Together, we can develop and operate a transportation service that is of real benefit to our residents, and of which we can all be proud."

APPENDIX CHAPTER IX

- > Work Sheet #1 - Community Interaction
- > On-Board Survey
- > Telephone Survey
- > Newspaper Survey
- > Direct Mail Survey

WORK SHEET # 1 COMMUNITY INTERACTION

Community Agency Address	Contact Person Phone number	Service Provided	Date of Contact	Notes
Example: City Hall 123 Main Street Anytown, USA 11110	Mayor Smith (123) 456-7890	Government/ Administration	2/10/90 - letter 2/17/90 - phone	1. Will appoint member to advisory committee. 2. Concerned about lack of service to North area. 3. Will assist with local match.

SAMPLE A: ON-BOARD SURVEY

SERVICE EVALUATION QUESTIONNAIRE

In an effort to provide the best possible transportation service to participants of the Washington County shared-ride **TRANSPOOL** program, we ask that you complete this questionnaire and return it to our office in the envelope provided. This will help us to evaluate the service that is currently being provided and enable us to make appropriate adjustments to that service, thus ensuring efficient, effective, and safe transportation to area residents.

GENERAL INFORMATION:

ID#: _____ DATE OF TRIP: _____

TAXI COMPANY USED: _____

DRIVER'S NAME: _____

TRIP SCHEDULING PROCESS:

When calling **TRANSPOOL** to schedule your trip,

1. How long did you wait for an operator to answer your call?

2. What time of day did you call? _____

3. Was the operator pleasant? _____

4. Was the trip information repeated back to you? _____

5. Did you encounter any difficulty in scheduling your trip?

TRANSPORTATION SERVICE:

1. Was the taxi on time for your pickup and return? _____

If not, how long did you wait? _____

2. Was the vehicle clean and in good condition? _____

3. Was the driver courteous? _____

SAMPLE A: ON-BOARD SURVEY CONTINUED

4. Was smoking permitted in the vehicle? _____

5. Did you encounter any difficulty with your ride? _____

SERVICE OPINIONS:

Please rate the various aspects of service as follows:

A- excellent, B- good, C- average, D- needs improvement, or E- unacceptable.

___ Ease of Use

___ Price

___ Courtesy of Trip Schedulers

___ Courtesy of Drivers

___ Courtesy of Cab Company Dispatchers

___ Time on Board Vehicle

___ Arrive on Time

___ Safe Driving

___ Condition of Vehicle

___ Appearance of Driver

___ Other (specify) _____

___ Other (specify) _____

Would you recommend **TRANSPPOOL** to a friend? _____

What can we do to improve the service? _____

Thank you for taking the time to complete this questionnaire. We will certainly consider your responses when evaluating our service and making any necessary corrections. Please let us know if, in the future, you have any difficulties in using the service, or if you have recommendations for service improvement. Please return your completed questionnaire to:

WASHINGTON COUNTY TRANSPORTATION PROGRAM (TRANSPPOOL)
84 EAST BEAU STREET
WASHINGTON, PA 15301

If you have any questions call: 223-8747 or 1-800-331-5058

CRAWFORD COUNTY PUBLIC TRANSIT
PHONE SURVEY

1st 2nd 3rd 4th 5th 6th

2

OCTOBER 1977

RESPONDENT: _____

REFUSAL: _____

PHONE NUMBER: _____

COMPLETION: _____

3-5

STREET ADDRESS: _____

DAY: _____ START: ____: ____

INTERVIEWER INITIALS: _____

END: ____: ____

* * * * * INSTRUCTIONS TO INTERVIEWERS * * * * *

RESCHEDULE:

ALL INSTRUCTIONS TO INTERVIEWERS ARE CAPITALIZED.
DO NOT READ THESE THINGS TO THE RESPONDENT.
EVERYTHING PRINTED IN lower case IS TO BE READ TO
THE RESPONDENT. BELOW RESPONDENT IS INDICATED BY
R.

1. _____
 2. _____
 3. _____
- DAY TIME

* * * * *

EACH TIME YOU TRY A PHONE NUMBER, NOTE IN THE BOXES (UPPER LEFT CORNER THIS SHEET) WHETHER ITS FRI (F) OR SAT (S) AND THE HOUR (EXAMPLES 10a OR 2p). IF NO ONE ANSWERS, GO ON TO THE NEXT PERSON TO BE CALLED. IF THE PHONE IS ANSWERED, BUT THE R NAMED ABOVE IS NOT THERE, TRY TO FIND OUT THE BEST TIME TO CALL AGAIN AND NOTE THAT TIME AND DAY IN THE RESCHEDULE BOX (MID RIGHT OF THIS SHEET).

IF R DOES ANSWER, INTRODUCE YOURSELF AS A REPRESENTATIVE OF CRAWFORD COUNTY PUBLIC TRANSIT AND SAY. . . .

We are interested in finding out what county residents think about public transportation. We've selected the names of several hundred residents and your name was one of them. We'd like to interview you so your views will be represented. Of course, everyone's answers will be confidential. The interview will take only a few minutes. Is this a convenient time for your interview?

R NOW CAN DO SEVERAL THINGS REFUSE. . . (MARK REFUSAL BOX) OR INDICATE A BETTER TIME. . . (MARK RESCHEDULE BOX APPROPRIATELY) . . . OR SAY "YES." IF "YES," PROCEED ON. NEXT PAGE.

1. DETERMINE (WITHOUT ASKING) IF R IS:

MALE ___ FEMALE ___

2. You may have heard or read about the Crawford County bus system. The system provides door-to-door bus service in Grayling and throughout the rest of the county. To use it a person living within a five-mile radius of Grayling simply calls the dispatch center 30 to 45 minutes before they wish to leave. A person outside that five-mile radius calls the day before they wish to make their trip.

Have you or anyone in your household ever used CCPT services?

YES ___ NO ___ NOT SURE ___

CONTINUE BELOW & #3 GO TO #4 GO TO #4

R ___

OTHERS ___

3. About how often do you (or they) ride it?

ONCE OR TWICE PER DAY ___ ONCE OR TWICE PER WEEK ___

3 OR 4 TIMES PER WEEK ___ LESS THAN ONCE PER WEEK ___

4. How many persons including yourself are there in your household?

___ MEMBERS

PUT NUMBER HERE.

5. How many are licensed to drive a car?

___ DRIVERS

PUT NUMBER HERE.

I will now read some statements people have made about public transportation to you. Please categorize your own feelings about the statement as follows... Strongly Agree, Agree, Disagree, Strongly Disagree, or Don't Know . . .
 (REPEAT CATEGORIES FOR R)

- | | SA | A | D | SD | DK |
|--|----|---|---|----|----|
| 6. Public transportation is inconvenient and time-consuming to use | | | | | |
| 7. Public transportation is mostly for old persons | | | | | |
| 8. Public transportation is fast and dependable transportation | | | | | |
| 9. Public transportation is only for large cities | | | | | |
| 10. Public transportation is needed in Crawford County | | | | | |
| 11. Public transportation costs too much | | | | | |
| 12. Public transportation saves gasoline | | | | | |

IF R SAID "YES TO USING CCPT READ THE QUESTIONS ON THE LEFT SIDE ON THE FOLLOWING SHEET (QUESTIONS #13 AND #14) . . . IF R SAID "NO" OR "NOT SURE" TO USING CCPT READ THE QUESTIONS ON THE RIGHT SIDE OF THE FOLLOWING SHEET (QUESTIONS #15 AND 16).

CRAWFORD COUNTY P.T. USERS

CRAWFORD COUNTY PT NONUSERS

13. Do trips on CCPT ever replace any trips that would otherwise be made by car?

YES ___ NO ___

14. Are there any improvements or additional services that you would like to see CCPT offer the public?

NO _____

(COMMENTS, IF ANY)

YES _____

15. How do you and your family normally get around town or the country?

DRIVE _____

WALK/HITCH _____

FRIEND DRIVES _____

CARPOOL _____

COMMERCIAL CARRIER

(GREYHOUND) _____

SENIOR CIT. BUS _____

OTHER _____

(SPECIFY)

16. Are there some changes in CCPT service which would cause you to begin using it?

NO _____

(REASON, IF GIVEN)

YES _____

Well, this is the end of my questions and thank you so much for your time!!

Goodbye . . .

SAMPLE C: NEWSPAPER SURVEY

DID YOU KNOW THAT.....

The Washington County Transportation Program provides door-to-door van service to the elderly, disabled, economically disadvantaged and general public population of the County. Service is available upon 24 hour prior notice for trips such as medical appointments, shopping, senior centers, recreation, church, etc. The fare is very nominal, or in many instances free, depending upon the trip purpose. If you would like additional information, please complete the following survey and mail or deliver it to the program office.

NAME: _____

ADDRESS: _____

TELEPHONE: _____

I (have)/(have not) used this service in the past.

I am a (senior citizen)/(disabled)/(commuter)/(medical assistance eligible)/(general public) resident of Washington County.

I would be interested in service to the following destinations.

I would make approximately (less than 5)/(5-10)/(more than 10) round trips per week.

RETURN COMPLETED FORM TO: WASHINGTON COUNTY TRANSPORTATION PROGRAM

**84 EAST BEAU STREET
WASHINGTON, PENNSYLVANIA 15301**

SAMPLE D: DIRECT MAIL SURVEY CONTINUED

- What is your current occupational status?
 - Employed full time
 - Retired
 - Other (specify) _____
 - Employed part time
 - Unemployed
 - Student
 - Homemaker

If employed, where do you work? _____

If unemployed, is lack of transportation a reason? Yes No

- To assist HART in the development of a service plan, please indicate the importance of the following service characteristics:

Service Characteristics	Very Important	Important	Not Important
Weekday service			
Saturday service			
Sunday service			
Early morning service			
Midday service			
Evening service			
Cost			
Aide/escort on vehicle			
Other (specify)			

- If more door to door, "dial-a-ride" type service were available, would you use it?
 - Yes No
 How many round trips a week? _____
- Please list destinations within the Town of Huntington to which you might request a trip.

- Do you have any comments or suggestions about existing HART service, or about the new service being proposed?

Thank you for taking time to complete this survey. Your comments will help to improve Huntington's transportation services for handicapped residents. Please place this completed survey in the enclosed envelope and drop in any mailbox. **NO POSTAGE IS REQUIRED.**

Signature of Applicant

Chapter X. GETTING STARTED

A. *Introduction*

This chapter of the Guidebook provides a step-by-step description of how to plan and implement a transportation system in your community. The following key points essential to ensure the success of your project are:

- Understand and document the transportation needs of your area.
- Understand the grant application process, including all federal, state, and local requirements.
- Involve the local community in the planning process.
- Develop a system design that addresses the identified local need in the most cost efficient manner possible.
- Structure an implementation plan that allows for a smooth, steady progression toward full system service.
- Maintain a good community relationship, and actively market your transit services to the public.

The planning and implementation process is somewhat complex, and cannot be accomplished rapidly. It involves a sincere commitment on the part of local decision makers and others who will be involved with the project. It requires strong and capable administrators who understand fiscal and transportation management, and are capable of working with diverse agencies, structures, and policies.

There are a variety of resources available to assist in this process. This Guidebook addresses many of these resources. In addition, reference is made to a number of additional publications that can be obtained from federal and state sources. The Section 18 program staff are an invaluable resource and are available to assist in the process. Additional technical assistance, such as the UMTA funded Public Private Transportation Network (PPTN) and the Rural Transportation Assistance Program (RTAP), are available at the federal level.

Transportation is a technically complex business requiring skills in areas such as fiscal and contract management, staff supervision and training, logistical planning, equipment acquisition and management, statistical analysis, business systems development, etc. If the skill level in some of these fields is inadequate, do not hesitate to seek advice from people with expertise in the field. Visit successful programs, ask questions, learn from the mistakes others have made and, if possible, duplicate their successes in your system.

The diagram on the following page shows a logical progression for the development of a new system. Each step is detailed to include the input and documents that will be useful. Reference is made to those chapters of this Guidebook that can be consulted along the way. Each step is further detailed below.

B. Getting Started Activities

1. Initial Community Discussions

Once a decision has been made that there is a need for additional transportation services within the community, discussions should be held with all groups that will be involved. These include local government and community leaders, key agency personnel, members of the business community, potential local funders, specific population segment representatives (e.g., elderly, disabled, commuter, students, etc.), and existing transportation providers, both public and private.

Remember that all Section 18 applicants must obtain a letter or resolution from the mayor or municipal council of each municipality to be served by the project stating their position toward the project (e.g., support, opposition, neutral). Although it is not necessary that the local government provide financial support, it is critical to the long term success of a project that it be supported in spirit by local public officials.

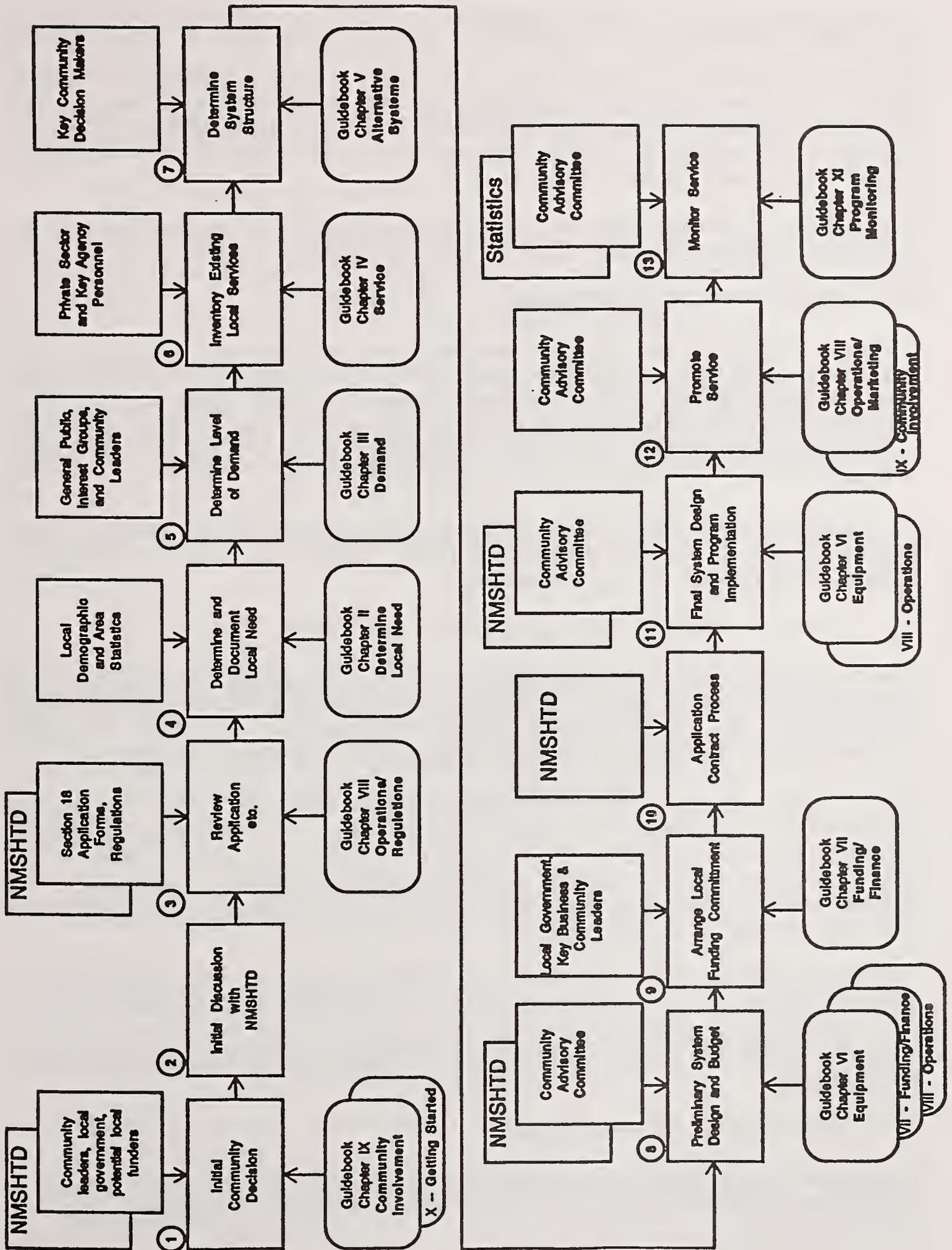
Representatives from the NMSHTD should be invited to attend these initial meetings to introduce and explain the Section 18 Program, to answer any questions, and to offer advice and suggestions relative to start-up successes and difficulties in other communities. It would also be valuable to invite neighboring Section 18 program personnel to participate in these initial discussions and provide relevant input.

There are several key issues that need to be determined in the early planning and discussion phases of this project. These include:

- Determine the extent of local commitment to the proposed project.
- Identify a lead agency and person that will oversee and direct the initial project development.
- Identify other agencies or personnel that are willing to provide resources such as personnel time, expertise, meeting places, etc., during the initial project development phase.
- Develop a reasonable time frame for project implementation.
- Develop goals and objectives for the proposed system.

This chapter of the Guidebook and Chapter IX - Community Involvement - will provide assistance in these initial community discussions.

GETTING STARTED ACTIVITIES



2. *Initial Discussion with the NMSHTD*

Contact the NMSHTD to inform them of your intent to apply for Section 18 funding. Determine whether funding is available, the timeline for the application process, and discuss any unresolved questions that arose from the initial community meetings. Arrange for an application package, program guide, and other relevant materials to be sent to the lead agency.

If you have not already done so, make arrangements for a representative of the NMSHTD to address a community meeting, as discussed in Step 1.

3. *Review the Application Process*

Once the application package and materials have been received, review all items, develop a checklist of important tasks to be accomplished, a timeframe for completion, and assign a person to each task to oversee its completion. An Application Checklist detailing items that are to be submitted to the state is included in the application package. Be sure to include each of these items on your general checklist.

This phase will most likely involve frequent communication with the NMSHTD staff. Guidebook Chapter VIII - Operations - will provide you with assistance in understanding Section 18 program regulations.

4. *Determine and Document Local Transportation Need*

A very important step in your new system plan is to understand and document local transportation need. Section 18 funding for new systems is greatly dependent upon justification of the need for the service. Specifically, the need for public transportation in the service area must be substantial and clearly documented.

The proposed service will be largely evaluated on how well it addresses transportation deficiencies in the service area. Additionally, population characteristics are required for the area you are proposing to serve. These include total population, total and percent of elderly, total and percent of population with income below poverty level, total and percent of households without automobiles, and total and percent of handicapped.

The competition for Section 18 funding is increasing rapidly. The better able you are to document and justify the need for the funding, the more successful you will be. Guidebook Chapter II, Determining Local Public Transit Needs, will assist you by providing a step-by-step methodology for assessing and documenting public transit needs.

5. *Determine the Level of Demand*

Translation of the need for local transportation services into estimated demand is required to develop a transportation plan that is reasonable for your area. This

information is necessary in order to document unmet need, determine required staffing levels and equipment needs, and project revenues and expenses for budgeting purposes.

Guidebook Chapter III - Demand - will assist you in developing estimates of the number of potential riders.

6. *Inventory Existing Local Service*

Another element in the justification process is to provide documentation of existing transportation services within the proposed service area, and identification of unmet transportation need. This process will involve extensive communication with key agency personnel and private sector transportation providers.

Every Section 18 applicant is required to explore whether private sector businesses exist that might be able to provide all or a part of the proposed service. All transportation providers in the service area must be notified of your intention to apply for funding, and be provided with details of the service that is being proposed. Procedures must be developed to rationally define the role of the private sector in the proposed system, and to resolve any conflicts.

Guidebook Chapter IV - Inventory Existing Local Service - will assist you in this process.

7. *Determine System Structure*

After you have assembled information on the need for transportation services and have estimated the amount of service that is currently not being provided, the next step is to determine the type of transportation system that will best meet the local situation. Like most previous steps, this requires the involvement of key community decision makers, interest groups, and other involved and interested persons.

The first decision to be made is the organizational structure to be used; i.e., who will receive the funding, and who will actually run the program? Some possible choices include:

- A local public body, tribal unit, or other eligible recipient will be both the funding recipient and the transportation service provider.
- The formation of a new special public transportation agency to receive funding and provide service.
- An existing human service agency will expand its scope to provide services to the general public, in addition to agency clients.
- An existing public transportation provider will expand its scope to provide Section 18 services.
- An eligible recipient will subcontract with the private sector for the provision of services.

- Some combination of the above alternatives that involves a mix of eligible funding recipient, and self provided or subcontracted service provision.

The selected alternative must be: applicable to local conditions; acceptable to all project participants; able to respond to the needs of all participants; perceived as impartial by all involved; and, if possible, have considerable transportation expertise.

The second decision is to determine how the transportation services will actually be structured; e.g., fixed-route, demand response, deviated fixed-route, etc; i.e., what is the best type or mix of services to meet the area need? Remember that in evaluating applications for new services, the NMSHTD places great emphasis on how well the proposed system will address the transportation deficiencies of the area.

It is important at this point to formalize a community advisory committee, to represent those groups and agencies that have participated in project development, to involve any other groups that need to be represented, and to provide assistance in terms of advice and input to the identified lead agency.

Guidebook Chapter V - Alternative Systems - will assist you in the process of structuring your transportation system.

8. Preliminary System Design and Budget

At this point you have determined both local need and demand for new transportation service, identified existing service providers, adopted a management and system structure, and set up a formal advisory committee to assist the lead agency. You are now ready to develop a preliminary system design, to develop a proposed budget for that system, and to proceed with the application process.

The plan that is developed will need to address items such as:

- Administrative and management structure.
- Revenue and expense estimates.
- Staff levels, wages, fringes, and training needs.
- Capital equipment and facility needs.
- Communication needs.
- Service parameters such as area of coverage, level and type of service, fare structure, etc.

In setting levels of service, remember that a project must provide a minimum of 25 hours of service, per week, per vehicle (exclusive of back-up vehicles) in order to qualify as a new or continuing project, or to qualify for capital replacement or rehabilitation funds.

The Section 18 funding selection committee is particularly interested in: how well planned the proposed service appears to be; how efficiently and effectively the proposed system will meet the goals and objectives of the Section 18 program; and, if the project staff have the necessary skills to effectively manage the program.

Guidebook Chapters VI - Equipment, VII - Finance/Funding, and VIII - Operations will provide assistance in the development of a preliminary system design and budget.

9. Arrange Local Funding Commitment

You must provide information in the Section 18 application relative to the amount and sources of required local funding. Because of growing pressures on Federal funds, the selection committee is very interested in the level of support at the local level.

Active involvement of the local community in the planning process, and a well documented need for the proposed service, will assist in securing local support, both in terms of ridership and funding.

Chapter VII of the Guidebook - Funding/Finance, provides information on a variety of funding sources at the federal, state and local level.

10. Application Process

You should now be in a position to complete the Section 18 funding application and present it to the NMSHTD for approval. Keep in mind the evaluation measures applied by the NMSHTD to determine who will receive available funds, and attempt to address each in your application package. For new service, these include:

a). Justification (35 points)

What is the feasibility of the project? The need for public transportation in the service area must be substantial and clearly documented. The proposed service will be evaluated on how appropriately the transportation deficiencies in the service area will be met. Reasonable goals and objectives for the project must be set and the justification section must describe how the proposed system will efficiently and effectively meet these goals.

b). Management (30 points)

Do the project director and staff have the necessary skills to comply with the federal and state requirements outlined in the Program Guide? The ability of staff to complete the operations profile, ridership reports, reimbursement requests, marketing and other reports will be evaluated and considered.

c). Coordination of Transportation Services (35 points)

The Coordination of Transportation Services section rating will be based on how well the instructions in the Program Guide are used to complete this portion of the application. Coordination of public/private operators is strongly encouraged where feasible.

Given existing funding constraints, proposed start-up of new projects will be closely scrutinized by the NMSHTD.

11. *Final System Design and Program Implementation*

Once funding has been arranged, the preliminary system design and budget developed in Step 8 must be refined prior to program implementation. This includes items such as:

- Hiring and training staff.
- Securing office space and office equipment.
- Securing necessary licenses and insurances.
- Vehicle acquisition.
- Arranging for or structuring a vehicle maintenance program.
- Developing and implementing program procedures.

Guidebook Chapter VII - Equipment, and Chapter VIII - Operations will assist you, along with your advisory committee and the NMSHTD, in finalizing these details.

12. *Promoting the Service*

You are now ready to "open the doors" to your newly structured service and, now should be in a position to promote that service to the market segments identified in earlier steps.

Again, if the local community has been informed and involved at each step along the way, they are well aware of the services you have to offer, and anxiously await implementation of the service.

In marketing your new service, remember that it should not be perceived as only senior citizen or social service transportation. It is a rural, small urban or area-wide transportation service for the general public, and advertising and promotional efforts must be structured to make the general public aware that the service can be used by everyone.

Guidebook Chapter VIII - Operations, covers the implementation of a marketing program and Chapter XI - Community Involvement, offers suggestions on promoting your service to the community.

13. Monitoring the Service

As administrators or managers of Section 18 funded transportation services, you have an obligation to the public that you serve, and to the funders of that service, to provide safe, efficient, and effective service that meets the goals and objectives of the Section 18 program, and the stated goals and objectives of the local agency.

One method of ensuring that the service you are providing is meeting these criteria is to have an active and on-going program monitoring program. Monitoring is important whether you are providing the service yourself, or subcontracting with the private sector.

You will make mistakes. Everyone does!! If you can identify areas of program deficiency in a timely manner and make the necessary corrections, you will avoid major problems and will be viewed by the public as an agency that cares about the service it is providing, and the passengers that are using the system.

Guidebook Chapter XI - Program Monitoring provides information that will be of assistance in setting up an effective, system-wide monitoring program.

GOOD LUCK WITH YOUR NEW SYSTEM!!

Chapter XI. PROGRAM MONITORING

A. Introduction

Performance monitoring is the process of using information derived from functional program areas such as finance, ridership and safety to quantify the level to which goals and objectives are being achieved. Performance monitoring is used to measure both efficiency and effectiveness.

This chapter provides a description of methods that can be used to monitor system performance -- both qualitatively and quantitatively.

Remember, a well structured monitoring system is an important element of any successful program -- and that people generally tend to do what you inspect, rather than what you expect.

An agency should ask itself several questions prior to initiating a program monitoring process; i.e.,

- What are our stated systemwide goals and objectives?
- How well are we doing in meeting these goals and objectives?
- What corrective actions can we take to bring us closer to meeting our stated goals and objectives?
- What progress has our system made over the past year?
- How does our system compare to other similar systems?
- How is our system perceived by the community?

If you cannot answer these questions, you are definitely a candidate for a well structured monitoring program.

B. Performance Evaluation Steps

The following performance monitoring procedures and information and the next section on performance indicators are excerpted from UMTA Report # DOT-I-83-31 titled "Rural Public Transportation Performance Evaluation Guide".

Monitoring and evaluation of performance should consist of five activities: (1) establishing goals and objectives; (2) selecting functions to evaluate and indicators to use; (3) collecting data and calculating indicators; (4) analyzing and interpreting performance indicators; and (5) taking corrective actions and monitoring the results.

1. Establish Goals and Objectives

Transportation systems should have adopted goals and objectives which can be used as benchmarks for comparison to the results of a performance evaluation. Without written goals and objectives, evaluation results will be more difficult to apply and to base decisions on.

2. Select Functions to Evaluate and Indicators to Use

Determine whether the entire system, or only certain functions need to be evaluated, and at what level of detail.

Indicators are divided into two major types, financial and non-financial. Financial indicators include categories such as expense, revenue, and subsidy. Non-financial indicators include categories such as ridership, service quality, level of service and safety. Financial indicators will provide an assessment of a system's cost effectiveness and cost efficiency, while the non-financial will provide assessments of usability and service quality.

3. Collect Data and Calculate Indicators

Once the scope of the evaluation has been decided, and specific indicators selected, the data elements needed for each indicator must be collected and tabulations made.

The data that is required should be readily available and should cover at least 12 months of operation, to compensate for seasonal fluctuations in service.

4. Analyze and Interpret Performance Indicators

After the selected indicators have been calculated, an analysis should be made to determine whether performance has been satisfactory or not. This can be done by comparing the results to the same results for another time period, or can be compared to calculations from other agencies with similar operating characteristics.

5. Take Corrective Actions and Monitor

Once the performance data has been evaluated, decide what, if any, corrective actions are needed; carry out the actions; monitor the results; and make any adjustments, as needed.

C. Specific Performance Indicators

Performance measures are broken down into two major categories, financial performance and non-financial performance. Each category can be further subdivided into the following functional categories:

Financial Performance

- Expense
- Revenue
- Subsidy

Non-Financial Performance

- Ridership
- Service Quality
- Level of Service
- Safety

A performance indicator is anything that can be used to measure performance in any way that is quantifiable. Usually, a performance indicator is a ratio of some unit input or output divided by another unit of input or output. For example, total vehicle miles divided by total passengers.

Service efficiency, the economy of a system in providing service, and service effectiveness, the extent to which an agency is accomplishing its goals of meeting the transportation needs of the community, can both be measured by performance indicators.

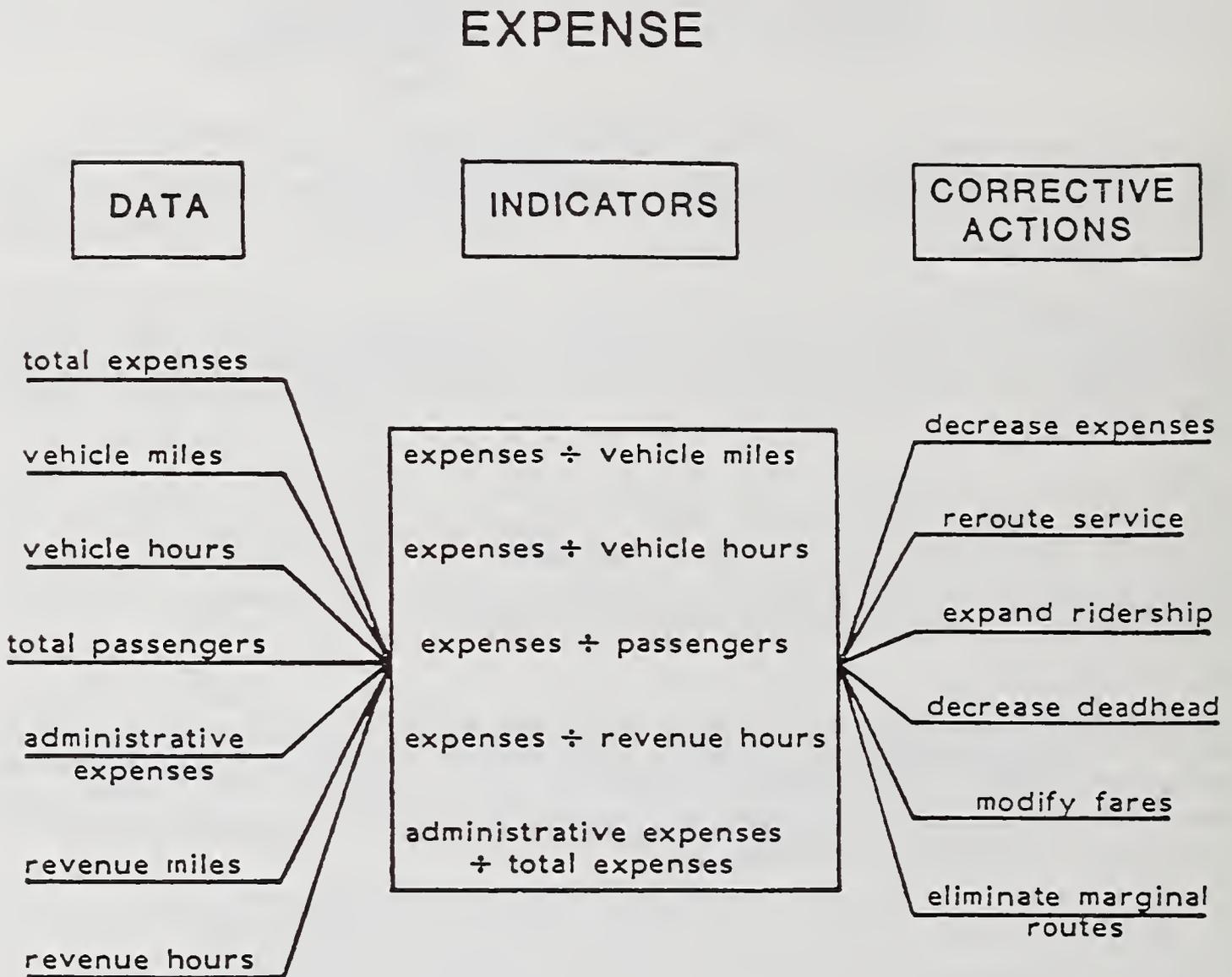
Indicators such as operating ratio, operating cost per vehicle mile, operating cost per vehicle hour, and operating cost per passenger mile will measure service efficiency. Ridership per capita, percent population served, percent on-time arrivals, passengers per route-mile, deficit per passenger, are all indicators of system effectiveness. All are important in obtaining a complete system overview.

The following Figures 1-7 indicate the functional categories of expense, revenue, subsidy, ridership, service quality, level of service, and safety, and examine them in terms of data required for analysis, performance indicators, and alternative corrective actions. The corrective action is only necessary if the performance measures indicate, when compared to a previous period or to industry norms, that the system is deficient in a specific area.

D. Public Perception

Quantitative and qualitative measurements alone, do not provide a complete picture of how well your system is meeting its stated goals and objectives. The most efficiently run transportation system can, unknowingly, be perceived by the public as falling short of meeting the real needs of the community. How the public perceives the quality and effectiveness of your system is as important as what the performance indicators show. For example, performance indicators may show that on-time pickup, accidents per vehicle mile, etc are well within acceptable levels, but if the vehicles are not clean and the drivers are not polite, the service will be viewed by the public as less than desirable.

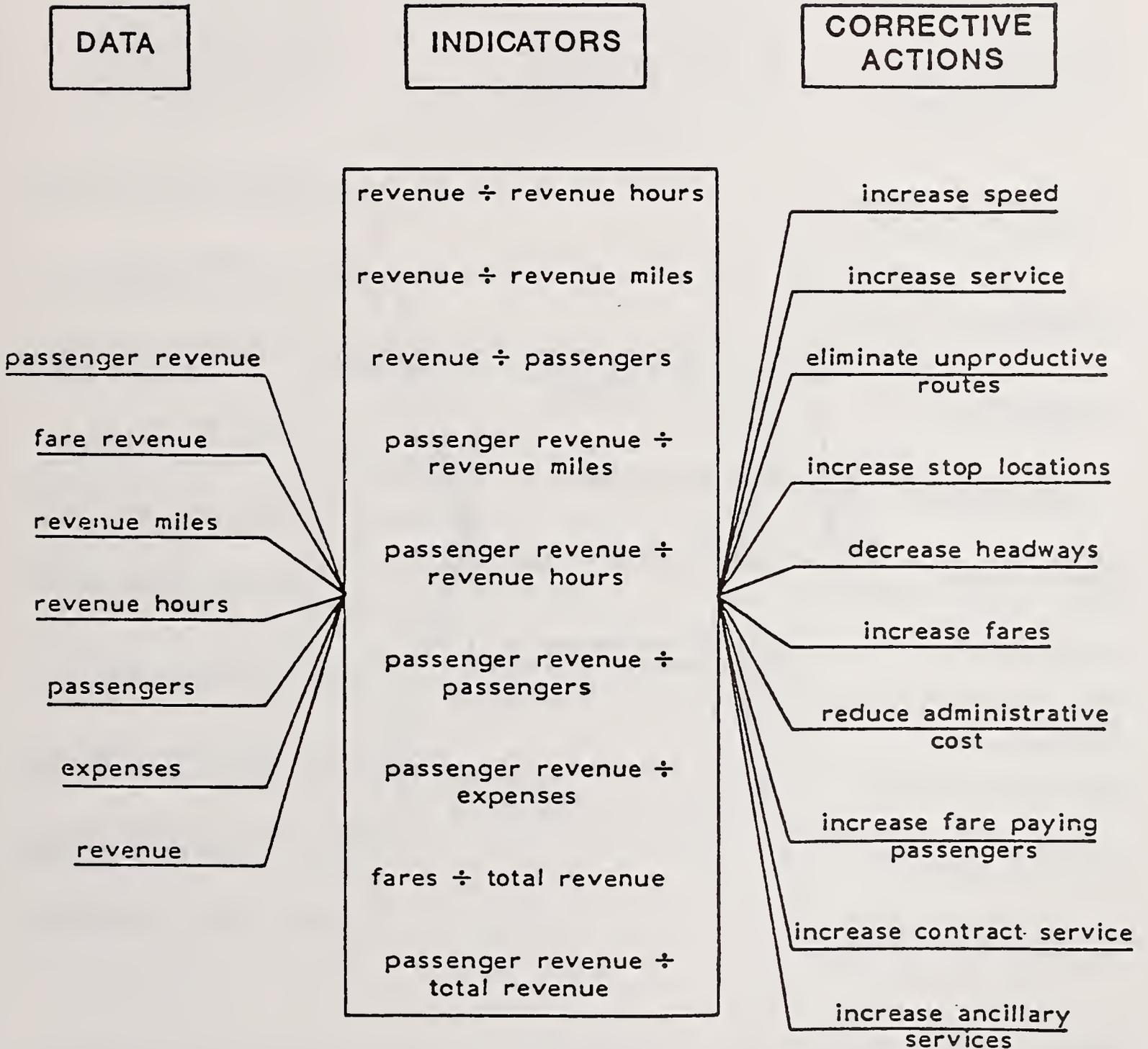
FIGURE 1: EXPENSE



Excerpted from: "Rural Public Transportation Performance Evaluation Guide;" prepared for the Pennsylvania Department of Transportation, Carter-Goble Associates, Nov. 1982; DOT-I-83-31.

FIGURE 2: REVENUE

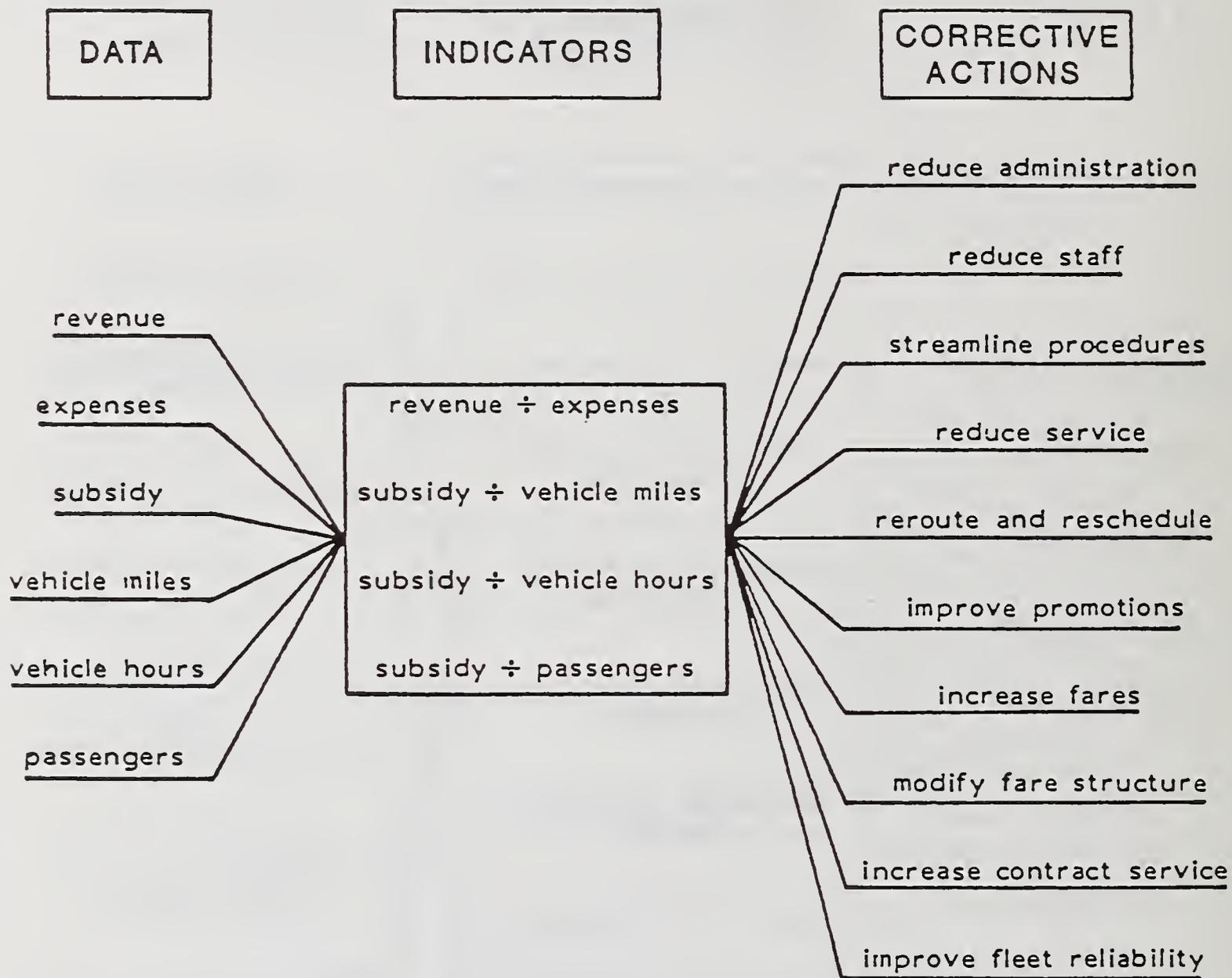
REVENUE



Excerpted from: "Rural Public Transportation Performance Evaluation Guide"; prepared for the Pennsylvania Department of Transportation, Carter-Goble Associates, Nov. 1982; DOT-I-83-31.

FIGURE 3: SUBSIDY

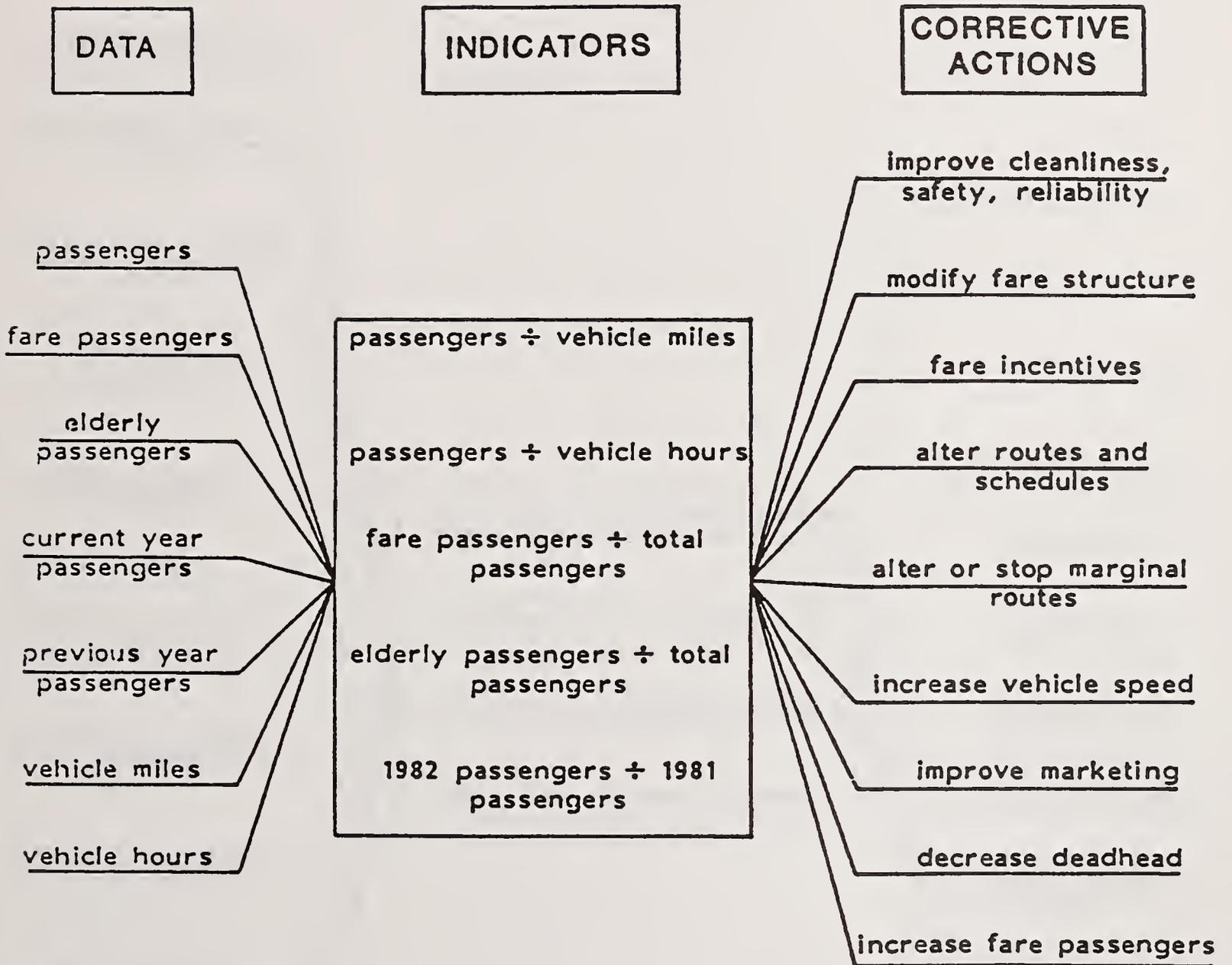
SUBSIDY



Excerpted from: "Rural Public Transportation Performance Evaluation Guide;" prepared for the Pennsylvania Department of Transportation, Carter-Goble Associates, Nov. 1982; DOT-I-83-31.

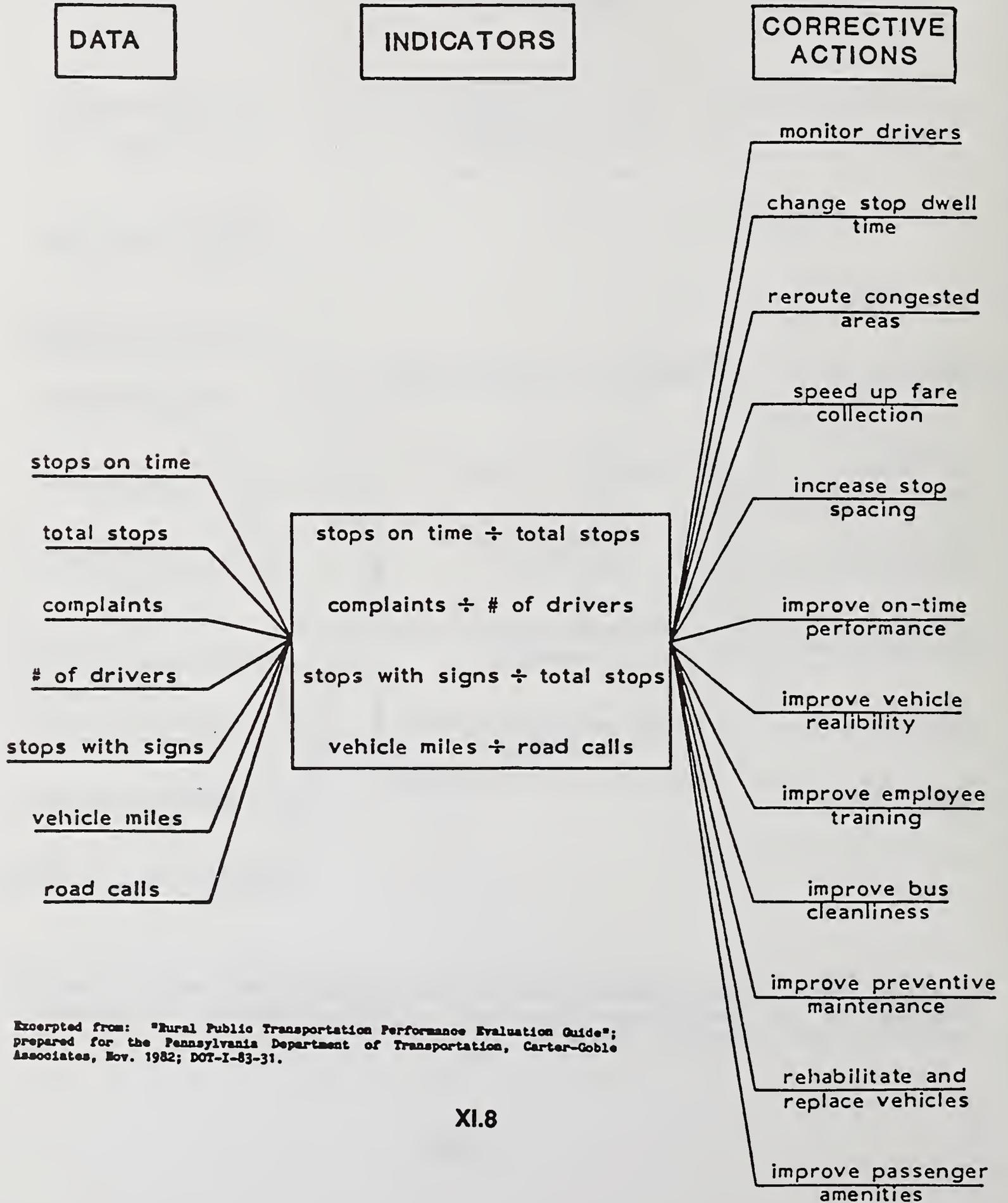
FIGURE 4: RIDERSHIP

RIDERSHIP



Excerpted from: "Rural Public Transportation Performance Evaluation Guide;" prepared for the Pennsylvania Department of Transportation, Carter-Goble Associates, Nov. 1982; DOT-I-83-31.

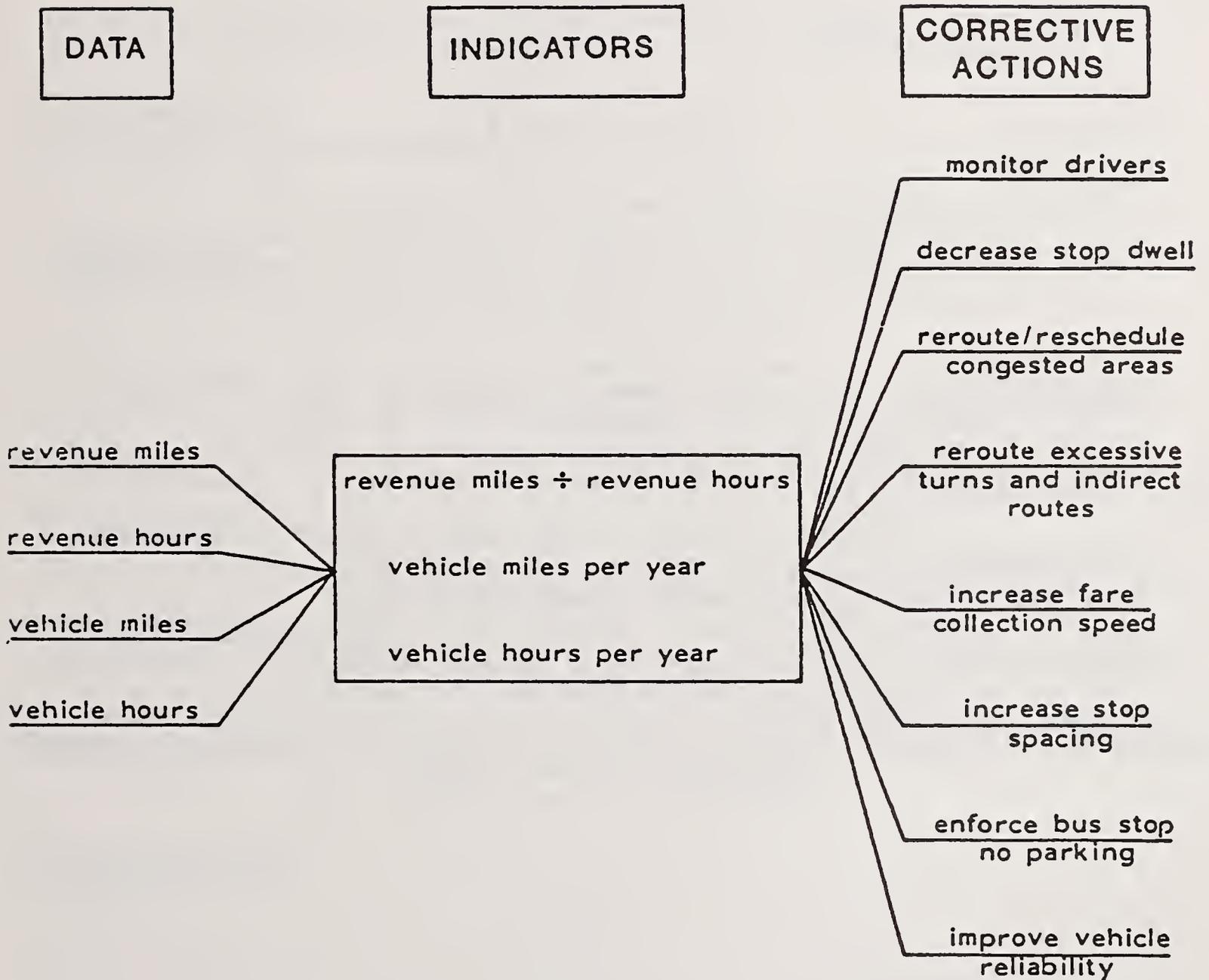
FIGURE 5: SERVICE QUALITY
SERVICE QUALITY



Excerpted from: "Rural Public Transportation Performance Evaluation Guide"; prepared for the Pennsylvania Department of Transportation, Carter-Goble Associates, Nov. 1982; DOT-I-83-31.

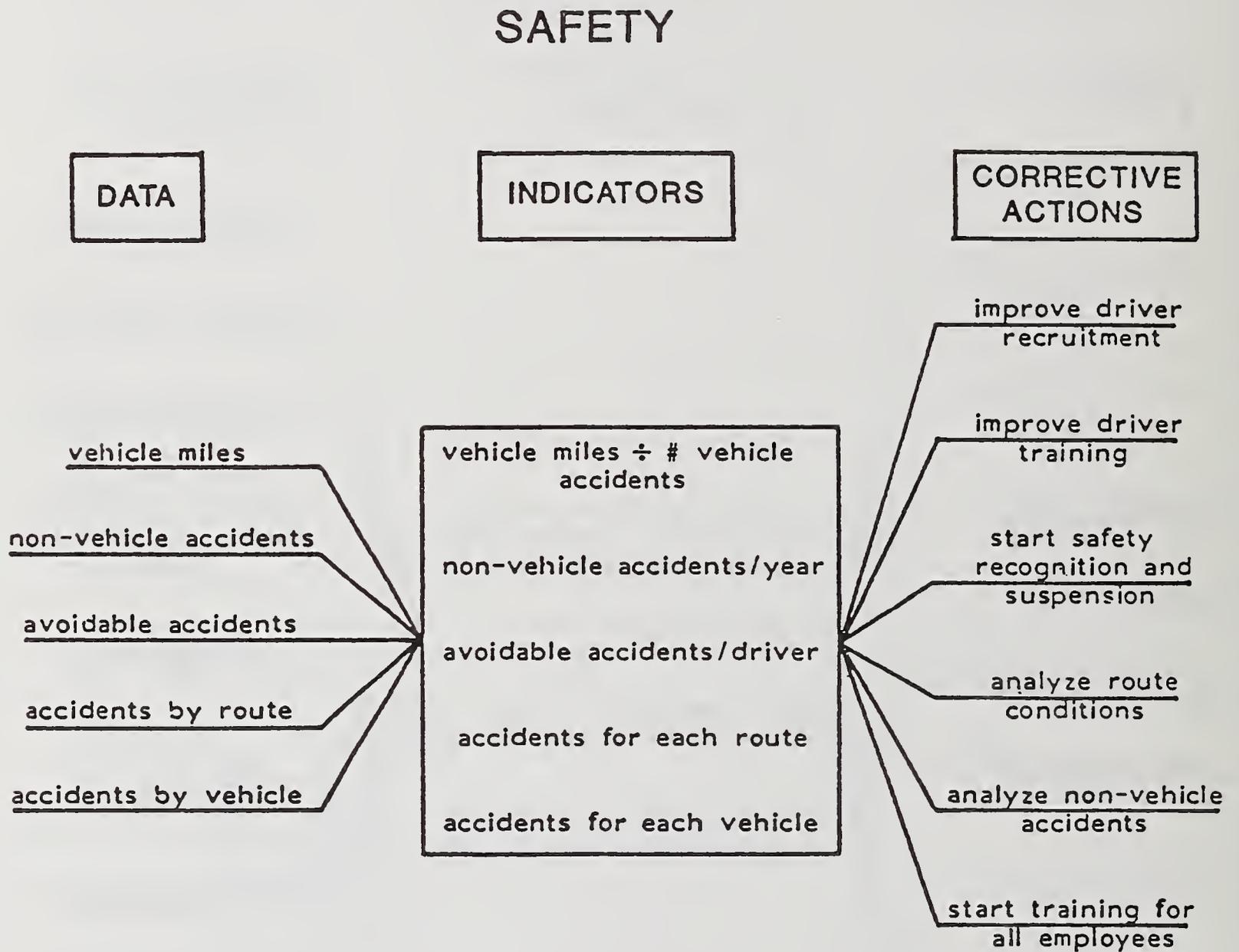
FIGURE 6: LEVEL OF SERVICE

LEVEL OF SERVICE



Excerpted from: "Rural Public Transportation Performance Evaluation Guide"; prepared for the Pennsylvania Department of Transportation, Carter-Goble Associates, Nov. 1982; DOT-I-83-31.

FIGURE 7: SAFETY



Excerpted from: "Rural Public Transportation Performance Evaluation Guide"; prepared for the Pennsylvania Department of Transportation, Carter-Goble Associates, Nov. 1982: DOT-I-83-31.

There are several methods for measuring the public's perception of your service effectiveness. These include telephone surveys, public hearings, on-board surveys, newspaper surveys, etc. Information from users of the system is useful in determining those areas that are perceived to be in need of improvement, and from non-users, to find out why they are not using the system and what improvements would make it more attractive to them.

Survey information may indicate that although your system is efficiently run, the public is generally unaware of its capabilities. In this case, a public information or marketing campaign becomes the corrective action.

Additional information on public sampling methods is included in the Guidebook Chapter IX on Community Involvement. Sample survey forms are also included.

E. Monitoring Contracted Service

Each transit system is charged with the responsibility of providing transportation services to the community in a safe, efficient, and cost effective manner. A well structured monitoring and evaluation program will help ensure this result. In the smaller system, this may be as simple as reviewing a few driver logs. In a larger system, a more structured data analysis effort is required.

The monitoring of contracted services is more difficult, and is often accomplished through a combination of contracting language and active monitoring activities. Monitoring activities can include field inspections, regular vehicle inspections, and passenger surveys, and an analysis of financial and operating data.

An UMTA funded, PPTN publication titled "A Compilation of Performance Standards, Penalties and Incentives for Use in Contracted Transit Services" is included in the Chapter Appendix. It provides a variety of approaches to assist in establishing performance standards for contract operators of fixed route, paratransit, and other mass transportation services. A copy of "A Generic Contractual Document for the Procurement of Transit Services", also produced by PPTN under contract to UMTA, has been included. This document is oriented toward the operation of paratransit service, but with minor modification can be used for fixed-route service.

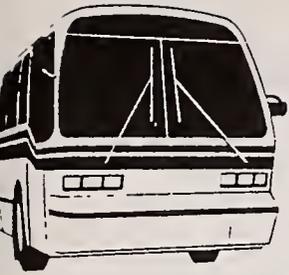
F. Computerization and Monitoring

Computerization adds an entirely new dimension to the program monitoring process. While the computer can never replace monitoring techniques such as on-site inspections and on-board surveys, customized software packages, spreadsheets, etc., can assist in:

- Freeing up staff for on-site monitoring activities by simplifying many routine operations.
- Tracking and presenting pertinent performance data.
- Automatic scheduling of required vehicle maintenance activities and safety inspections.
- Automatic tracking of vehicle fluid use and repair history.
- Accurate and timely reporting of financial data.
- Automatic calculation of performance measures such as passenger time, passenger miles, live vehicle miles, on-time performance, etc.
- Automatic tracking and calculation of driver's hours for both performance monitoring and accounting purposes.
- Compilation and presentation of survey data.
- Providing clear, concise audit trails.
- Tracking and reporting complaints and "no-shows".

APPENDIX CHAPTER XI

- > "Performance Standards, Penalties and Incentives for Use in Contracted Transit Services"
- > Generic Sample Contract



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**A COMPILATION OF PERFORMANCE STANDARDS, PENALTIES AND
INCENTIVES FOR USE IN CONTRACTED TRANSIT SERVICES**

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February, 1988

This publication was written for the Public Private Transportation Network (PPTN), an Urban Mass Transportation Administration (UMTA) technical assistance program. The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the PPTN, COMSIS Corporation (administrator of the PPTN program), the United States Department of Transportation, UMTA, or Office of the Secretary. For further information contact PPTN.

A COMPILATION OF PERFORMANCE STANDARDS, INCENTIVES AND PENALTIES FOR USE IN CONTRACTED TRANSIT SERVICES

This document is a compilation of several agencies' approaches to setting performance standards for contract operators of fixed route, paratransit and other mass transportation services. The corresponding incentives and/or penalties for exceeding contractual expectations or failing to meet standards are also presented. This report does not represent exhaustive research and its contents are not intended to be used verbatim, since each standard, incentive and penalty was designed specifically for the system from which it came and since no inquiries were made as to success. Instead, this document should be used to stimulate new ideas in the process of developing penalties and incentives tailored to individual systems.

Incentives are often viewed in a more positive light than penalties since they reward a contractor for achievement rather than penalize for inadequate performance. Incentives are commonly combined with penalties whereby a base figure or range is established with deviations on the negative side being penalized and superior achievement being rewarded. To be effective, both performance incentives and penalties must meet the following three criteria:

- They must be linked to measurable units of service (e.g., completed trips, on-time performance, road call interval);
- They must coincide with agency concerns (i.e., include only penalties or incentives which are truly of importance to the operation of the program); and,
- They must be controllable by the contractor and independent of outside influences (e.g., authority-supplied equipment in poor condition and/or in short supply may result in a contractor's failure to live up to stringent on-time performance standards).

Proper application of incentives and penalties requires accurate measurement of the criteria involved. This may increase monitoring costs, but careful choice of incentives and clear methods for their implementation should reduce costs to insignificant levels. An excessive number of stipulated penalties/incentives may be counterproductive since proposers will assume some poor performance and include the penalty amounts as another cost. During the procurement process, but prior to contract signing, it may be a good idea to discuss/negotiate the various standards, incentives and penalties with the contractor(s). While this may seem a time consuming task initially, the effort involved in restructuring such clauses at a later date can be much greater.

The terms "penalty" and "liquidated damages" are often, mistakenly, interchanged. While a penalty implies a cost imposed for inadequate performance (a punitive forfeit), liquidated damages implies an award of monies for a loss sustained. Liquidated damages must often be substantiated

by a direct relationship between the actual loss suffered by the agency and the monetary amount imposed on the contractor. In general, the term "penalty" is recommended; consult legal counsel for the exact terminology in each state and under specific circumstances.

This report is divided into seven sections: On-Time Performance, Non-Performance, Safety, Vehicles, Personnel, Reporting Requirements, and Miscellaneous. Each of these is broken down by specific individual clause and, within a clause, by description, standard and incentive/penalty. Since several sources (contracts) were used, there are often several standards and incentives/penalties for each type of infraction. The systems from which these clauses were drawn are listed on the last page of this document.

ON-TIME PERFORMANCE

Description: On-time arrival and departure.

Standard: Buses shall arrive at all designated time points between one minute before and eight minutes after the scheduled time. Buses shall not leave any time point prior to the scheduled departure time. Contractor shall strive for a minimum of ninety (90) percent of all arrivals and departures from time points meeting the aforementioned criteria.

Incentive/penalty: A bonus of \$0.03 per mile shall be paid to contractor if on-time performance equals or exceeds 90.50 percent. A penalty of \$0.03 per mile shall be assessed contractor if on-time performance equals or drops below 89.50 percent. Failure to achieve the required on-time performance minimum (89.50%) for any two consecutive reporting periods or failure to meet the on-time performance minimum for more than three reporting periods during the term of the agreement may result in termination of the agreement at the sole discretion of the authority. Liquidated damages may be assessed at the rate of fifty (50) dollars per incident of a vehicle in revenue service leaving a schedule time point prior to the scheduled departure time.

Description: On-time arrival.

Standard: The contractor shall maintain on-time performance within zero (0) minutes early and three (3) minutes late of scheduled times.

Incentive/penalty: As damages arising from non-performance and not as penalty, five dollars (\$5) shall be deducted from the compensation due to the contractor for each one (1) minute of deviation from on-time performance criteria, said damages not to exceed twenty five dollars (\$25) per incident.

Description: On-time arrival and departure.

Standard: Contractor shall attain within three (3) months a minimum standard of on-time bus trips of at least ninety percent (90%) on a daily basis and shall maintain same ninety percent (90%) on-time bus trips throughout the contract period. 1) On-time shall be defined as between one (1) minute early when arriving and five (5) minutes late leaving scheduled time points. 2) No trips shall leave scheduled time points ahead of schedule. 3) This standard shall be modified for those flexibly scheduled point deviation mode routes such that on-time performance is measured at the time of departure from the originating terminal. Non-performance is defined to be:

- a) third consecutive monthly failure to meet on-time standard,
- b) third consecutive monthly failure to meet standard regarding scheduled trips.

Incentive/penalty: 1) Forfeiture of two-thousand dollars (\$2,000) for the first violation of a non-performance item. 2) Forfeiture of five thousand dollars (\$5,000) each for the second and third violation of a non-performance item. 3) Cancellation of the contract, for cause, for the fourth violation of a non-performance item. Note: Contractor has ten (10) days to remedy non-performance or seven (7) days to inform authority of extenuating circumstances. If acceptable to authority, no penalty will be assessed.

Description: On-time arrival.

Standard: Arrival for pick-up more than one (1) hour late.

Incentive/penalty: Carriers will not be reimbursed for any trips more than one hour (1) late, except for "will-call" return trips.

Description: On-time arrival and departure.

Standard: Ninety to ninety-five percent (90-95%) of runs within five (5) minutes of schedule. Zero percent (0%) of runs departing before the published departure time.

Incentive/penalty: A penalty of \$0.01 per service mile if percent of runs within five (5) minutes of schedule falls below ninety percent (90%). A bonus of \$0.01 per service mile if percent of runs within five (5) minutes of schedule is above ninety-five percent (95%). A penalty of ten dollars (\$10) per incident for runs departing before published departure time. The agreement may be terminated for repeated failure by contractor to operate on-time or to complete trips, per the published bus schedule requirements of the agreement.

Description: On-time arrival.

Standard: Running early. Fifteen to thirty (15 - 30) minutes late. Thirty (30) minutes late.

Incentive/penalty: One hundred dollar (\$100) fine for running early. Seventy-five dollar (\$75) fine for running fifteen to thirty (15 - 30) minutes late. One hundred dollar (\$100) fine plus non-payment for operation of the trip for running more than thirty (30) minutes late.

Description: On-time arrival and departure.

Standard: A bus shall arrive at a designated rapid transit station bus stop not more than four (4) minutes after the scheduled time. Each express bus departure from a rapid transit station bus stop shall be considered to be on time if the bus does not depart

before scheduled time, or more than five (5) minutes after scheduled departure time. Each express bus arrival at a rapid transit station bus stop shall be considered to be on time if the bus arrives not more than four (4) minutes after scheduled arrival time.

Incentive/penalty: If on a monthly basis the total percent of bus arrivals and departures which are not in compliance with the standard above is three percent (3%) or less, Contractor shall receive an additional payment equal to fifteen (15) bus service hours. If said total percent is seven percent (7%), or more, authority shall receive a credit of fifteen (15) bus hours.

Description: On-time arrival and departure.

Standard: The contractor shall maintain a minimum standard of "on-time bus trips" of at least 90 percent (90%) on a daily basis. "On-time" shall be defined as between zero (0) and five (5) minutes late leaving scheduled time points. No trips shall leave scheduled time points ahead of schedule.

Incentive/penalty: Failure to meet the standard outlined above shall result in a financial penalty of five hundred dollars (\$500) per day.

Description: In-vehicle ride time.

Standard: Maximum in-vehicle time will be 1 1/2 hours for all program participants who are subscribers and no more than four (4) percent of all demand-response trips shall be in excess of 1 1/2 hours.

Incentive/penalty: Carriers will not be reimbursed for any subscription trip with a travel time longer than ninety (90) minutes.

NON-PERFORMANCE

Description: Passenger pickup.

Standard: Each occurrence of failure to pick up a rider for any reserved trip (through no fault of the rider).

Incentive/penalty: A penalty of one hundred dollars (\$100) will be assessed.

Description: Operation of a route.

Standard: Each occurrence of failure to operate a route.

Incentive/penalty: One hundred dollar (\$100) fine plus non-payment for operation of the trip.

Description: Provision of contracted services.

Standard: Each occurrence of failing to provide contracted services.

Incentive/penalty: A liquidated damages penalty of two hundred and fifty dollars (\$250) per service day up to a maximum of seven (7) days or one thousand seven hundred and fifty dollars (\$1750) will be assessed as compensation.

Description: Provision of contracted services.

Standard: Each day or part of a day that contractor fails to provide required services.

Incentive/penalty: In the event of any such failure to perform, a pro-rata allocation of fixed costs, amounting to 1/303 of the fixed monthly costs shall be deducted for each day or part day that such failure continues. Additionally, variable costs will be deducted as follows: \$19.70 per deleted revenue hour plus \$0.2281 per deleted revenue kilometer.

Description: Completion of trips and provision of all services required by contract.

Standard: Contractor must complete a minimum of 99.50 percent of all bus trips.

Incentive/penalty: An incentive bonus of \$0.03 per mile shall be added to the mileage rate if the completed trips are above 99.75 percent. Contractor shall be penalized \$0.03 per mile for all revenue miles operated during a calendar month if completed trips fall below 99.50 percent. Authority may terminate contract at its

sole discretion if contractor does not meet the monthly completed trip minimum (99.50 percent) for any consecutive two month period or fails to meet the completed trip minimum more than three times in a fiscal year. Liquidated damages will be assessed at the rate of fifteen hundred dollars (\$1500) per day for each day that contractor totally fails to provide any of the required transit services specified in the agreement. Liquidated damages may be assessed at the rate of one hundred dollars (\$100) per occurrence for each unauthorized failure to operate transit routes in accordance with the route descriptions.

Description: Completion of scheduled trips.

Standard: Completion of ninety-nine percent (99%) of all scheduled trips on a weekly basis. Missing two consecutive trips on any individual route is prohibited. Non-performance is defined as missing three (3) consecutive trips on any individual route.

Incentive/penalty: 1) Forfeiture of two-thousand dollars (\$2,000) for the first violation of a non-performance item. 2) Forfeiture of five thousand dollars each for the second and third violation of a non-performance item. 3) Cancellation of the contract, for cause, for the fourth violation of a non-performance item. Note: Contractor has ten (10) days to remedy non-performance or seven (7) days to inform authority of extenuating circumstances. If acceptable to authority, no penalty will be assessed.

Description: Completion of scheduled trips.

Standard: The Contractor shall, at a minimum, complete 99 percent (99%) of all scheduled trips on a daily basis. In the event of a in-service breakdown, driver's absence or other service-related problem, the Contractor shall provide adequate means to dispatch vehicles in such fashion as to not miss subsequently scheduled trips.

Incentive/penalty: Failure to meet the standard outlined above shall result in a financial penalty of five hundred dollars (\$500) per day.

SAFETY

Description: Safety inspection report.

Standard: Failure to achieve a satisfactory rating in any category of the annual California Highway Patrol Safety Compliance report.

Incentive/penalty: Liquidated damages will be assessed at the rate of two hundred fifty dollars (\$250) per occurrence.

Description: Preventable accidents.

Standard: Fifty thousand to seventy thousand (50,000 - 70,000) total miles between preventable collision accidents.

Incentive/penalty: Penalty of \$0.01 per service mile if interval between accidents falls below fifty thousand (50,000) total miles. Bonus of \$0.01 per service mile if interval between accidents exceeds seventy thousand (70,000) total miles. (Measured in six month periods). The contract may be terminated for failure by the contractor to operate a safe service (e.g., having an accident record higher than industry norms).

VEHICLES

Description: Provision of vehicles in full compliance with specifications.

Standard: Providing vehicle not in full compliance but not in condition poor enough to warrant authority to prevent its immediate use. Providing vehicle in a condition which warrants authority to ban it from use.

Incentive/penalty: The contractor will be paid fifty percent (50%) of the appropriate route unit price when a bus is accepted by authority but is not in full compliance with the bus standards set forth. Continued failure to correct such conditions may result in termination of the contract for default. If authority rejects a bus from service and contractor provides a replacement bus in full compliance with the standards within ten (10) minutes after the scheduled departure time, the contractor will be paid ninety percent (90%) of the appropriate route unit price.

Description: Provision of a satisfactory bus in a timely fashion.

Standard: Contractor must supply satisfactory vehicles for service.

Incentive/penalty: In the event that other than a contractor-supplied bus is required to perform the service as a result of the contractor failing to timely provide a satisfactory bus, the contractor will be assessed liquidated damages in the sum of one hundred fifty dollars (\$150) for each missed trip. The maximum amount of liquidated damages to which the contractor is subject is three hundred thousand dollars (\$300,000). In the event the contract has not been otherwise terminated, the contract shall be considered terminated for default when accumulated liquidated damages exceed three hundred thousand dollars (\$300,000) at any time during the performance period.

Description: Properly maintaining operating heating and air-conditioning systems on all revenue vehicles.

Standard: Heating shall be operable, at a minimum, between October 1, and April 30. Air conditioning shall be operable, at a minimum, between May 1 and September 30. No vehicle shall be operated more than one day within minimum period without a properly functioning heating system, and no more than two days without air-conditioning. Non-performance is determined to be: a) five (5) or more documented instances of violations of maintenance standards and/or b) five (5) or more documented instances of violations of cleanliness standards.

Incentive/penalty: 1) Forfeiture of two-thousand dollars (\$2,000) for the first violation of a non-performance item. 2) Forfeiture of five thousand dollars each for the second and third violation of

a non-performance item. 3) Cancellation of the contract, for cause, for the fourth violation of a non-performance item. Note: contractor has ten (10) days to remedy non-performance or seven (7) days to inform authority of extenuating circumstances. If acceptable to authority, no penalty will be assessed.

Description: Functioning heating and air conditioning in vehicles.

Standard: Each occurrence.

Incentive/penalty: Liquidated damages may be assessed at the rate of fifteen cents (\$0.15) per revenue mile for each mile operated with vehicles which do not have functioning heating and air-conditioning.

Description: Functioning heating and air-conditioning.

Standard: The Contractor shall properly maintain operating heating and air-conditioning systems on all revenue vehicles. At a minimum, vehicle heating systems shall be operable between October 1 and April 30 and vehicle air-conditioning systems shall be operable between May 1 and September 30. No revenue vehicle shall be operated in revenue service for longer than one day without properly functioning heating or air-conditioning systems.

Incentive/penalty: Failure to meet the standard outlined above shall result in a financial penalty of two hundred dollars (\$200) per bus per day.

Description: Functioning heating and air-conditioning.

Standard: On a monthly basis, the total percent of express bus runs with nonworking air-conditioning and/or heaters shall be less than five percent (5%).

Incentive/penalty: If on a monthly basis the total percent of express bus runs with nonworking air-conditioning and/or heaters is two percent (2%) or less, then Contractor shall receive an incentive payment equal to fifteen (15) bus service hours. If said total percent is five percent (5%) or more, then the authority shall receive a credit of fifteen (15) bus service hours.

Description: Functioning heating and air-conditioning in vehicles.

Standard: Sixty-eight to seventy-eight (68-78) degrees Fahrenheit or at least twenty (20) degrees less than ambient temperature if ambient temperature is one hundred (100) degrees Fahrenheit or over.

Incentive/penalty: A penalty of three dollars (\$3) per degree off; maximum of (\$25) per infraction.

Description: Cleaning of exterior and interior of vehicles.

Standard: Clean vehicle interior daily. Clean vehicle exterior twice weekly. Provide major interior cleaning every thirty (30) days.

Incentive/penalty: Liquidated damages may be assessed at the rate of fifty dollars (\$50) per day for each incident of failure to comply with standards.

Description: Vehicle cleanliness.

Standard: At a minimum exteriors shall be washed twice weekly with more frequent washing as required during periods of inclement weather. At a minimum, interiors shall be swept, trash emptied, dusted and spot-mopped once daily; shall be fully mopped, windows cleaned and driver's area cleaned once weekly; and shall be fully cleaned throughout once monthly, including driver's area, dashboard, windows, ceiling, walls, seats and all other interior areas.

Incentive/penalty: Failure to meet the above outlined standard shall result in a financial penalty of two hundred dollars (\$200) per bus per day.

Description: Bus appearance requirements.

Standard: Each occurrence.

Incentive/penalty: Twenty-five dollar (\$25) fine per infraction for non-compliance with bus appearance requirements. Repeated failure by the contractor to provide a sufficient number of operable, clean and road-worthy buses to operate full service on all routes then in effect may result in termination of contract.

Description: Vehicle body damage.

Standard: Repair vehicle body damage (interior or exterior) within twenty-one (21) days of the occurrence.

Incentive/penalty: Liquidated damages may be assessed at the rate of fifty dollars (\$50) per day for each incident of failure to comply with standard.

Description: Miles between road calls.

Standard: Four thousand to seven thousand (4,000 - 7,000) total miles between road calls.

Incentive/penalty: Penalty of \$0.01 per service mile if total miles between road calls falls below four thousand (4,000). Bonus of \$0.01 per service mile if total miles between road calls exceeds seven thousand (7,000). Repeated failure by the contractor to provide a sufficient number of operable, clean and road-worthy buses to operate full service on all routes then in effect may result in termination of contract.

Description: Miles between road calls.

Standard: On a monthly basis, Contractor to maintain a ratio of at least nine thousand (9,000) miles between mechanical road calls for buses used in the service. A "mechanical road call" shall be defined as any occasion when a mechanical failure (including a malfunctioning wheelchair lift and/or securement device) on a bus requires technical or supervisory assistance and significantly delays or terminates a scheduled run.

Incentive/penalty: If on a monthly basis Contractor maintains a ratio of ten thousand (10,000) miles or more between mechanical road calls, Contractor shall receive an incentive payment equal to fifteen (15) bus service hours. If said ratio falls below nine thousand (9,000) miles between mechanical road calls, then the authority shall receive a credit of fifteen (15) bus service hours.

Description: Preventative maintenance inspections.

Standard: Preventative maintenance inspections must be completed within five hundred (500) miles of scheduled interval.

Incentive/penalty: One hundred dollars (\$100) per infraction. Failure by the contractor to provide a preventative maintenance and repair program which in all respects conforms to the requirements of the agreement, the CHP (California Highway Patrol) and other applicable regulatory agencies may result in termination of contract.

Description: Fully operational wheelchair lifts.

Standard: Each occurrence of contractor placing in service any lift-equipped buses without fully operational wheelchair lifts.

Incentive/penalty: Twenty-five dollar (\$25) fine per bus per day.

Description: Fully operational wheelchair equipment.

Standard: On a monthly basis, the total percent of express bus runs with non-working wheelchair lift assemblies, including wheelchair safety belts or wheelchair tire clamps shall be less than five percent (5%).

Incentive/penalty: If on a monthly basis the total percent is two percent (2%) or less, Contractor shall receive an incentive payment equal to fifteen (15) bus service hours. If said total percent is five percent (5%) or more, the authority shall receive a credit of fifteen (15) bus service hours.

Description: Use and care of authority owned vehicles.

Standard: The following standards apply: invalidation or lessening of warranty coverage on authority-provided buses or equipment due to contractor's negligence in complying with warranty requirements; failure by the contractor to expeditiously repair or replace authority-provided buses or equipment damaged or destroyed while in contractor's possession; and/or contractor's use of authority-provided buses or equipment for purposes other than those authorized by the authority.

Incentive/penalty: Possible termination of contract.

PERSONNEL

Description: Dress code.

Standard: Non-compliance with uniform/dress code requirements.

Incentive/penalty: Ten dollars (\$10) per infraction.

Description: Contractor's provision of qualified, trained personnel.

Standard: Failure by the contractor to provide qualified, trained personnel.

Incentive/penalty: Possible termination of contract.

Description: Driver training, evaluation and uniforms.

Standard: Failure to provide eight (8) hour National Safety Council Defensive Driving Course or equivalent for each driver before that driver operates any vehicle in revenue service; failure of driver to wear presentable uniforms while on duty; failure to provide each driver one (1) hour of safety training per month; failure to provide a minimum of eight (8) hours of driver instruction/route familiarization to each driver before that driver operates vehicle in revenue service; failure to conduct one hour evaluation check ride quarterly for each driver.

Incentive/penalty: Liquidated damages may be assessed at the rate of fifty dollars (\$50) per day for each incident of failure to comply with the standards.

Description: Contractor's provision of an on-site transit coordinator and maintenance supervisor.

Standard: Failure of contractor to employ and assign to the services covered by the agreement, an approved on-site transit coordinator or maintenance supervisor.

Incentive/penalty: Liquidated damages may be assessed at the rate of one hundred dollars (\$100) per day for each day contractor fails to comply with the standard.

REPORTING REQUIREMENTS

Description: Collection of trip mileage for Section 15 reporting.

Standard: Failure to record and report mileage for any trip to be paid for by the authority (mileage collected for all trips three days each month).

Incentive/penalty: Three dollars (\$3) per infraction.

Description: Logging completed trips into central computer and delivery of completed trip tickets.

Standard: Failure to log completed trips within two (2) days and deliver trip tickets within three (3) days.

Incentive/penalty: Penalty of one dollar (\$1) per ticket for each completed trip not logged into computer within standard time period. Penalties for failure to deliver trip tickets in accordance with standard are as follows: one dollar (\$1) per ticket if delivered up to one (1) week late; five dollars (\$5) per ticket if delivered between one (1) and two (2) weeks late; no payment for trip if delivered more than two weeks (2) late.

Description: Providing requested documentation.

Standard: Failure to provide authority personnel with requested documentation as per contract will constitute non-performance.

Incentive/penalty: 1) Forfeiture of two-thousand dollars (\$2,000) for the first violation of a non-performance item. 2) Forfeiture of five thousand dollars (\$5,000) each for the second and third violation of a non-performance item. 3) Cancellation of the contract, for cause, for the fourth violation of a non-performance item. Note: Contractor has ten (10) days to remedy non-performance or seven (7) days to inform authority of extenuating circumstances. If acceptable to authority, no penalty will be assessed.

Description: Submission of correct trip records.

Standard: Failure to record the correct zones or origin and destination, the correct fare in tickets and the correct color code for scrip trips, and the failure to record the correct agency billings number and the correct age code, if required.

Incentive/penalty: Pro-rated reduction in payments to contractor.

Description: Submission of proper scrip.

Standard: Contractor agrees to submit the proper amount of each color of scrip, as documented on its manifests and charge slips, each month.

Incentive/penalty: A reduction in payments equal to two dollars (\$2) for each ticket that is short.

Description: Submission of reports.

Standard: Monthly summary reports before the tenth day of the following month; daily trip sheets prior to Thursday of the following week; weekly revenue reports prior to Thursday of the following week; monthly management reports and fuel usage logs by the tenth day of the following month.

Incentive/penalty: Liquidated damages may be assessed at the rate of fifty dollars (\$50) per day for each incident of failure to comply with the standards.

Description: Submission of reports.

Standard: Contractor to submit the required reports on time and in a truthful, accurate format.

Incentive/penalty: Contract may be terminated for repeated failure to adhere to standard.

Description: Maintenance recordkeeping.

Standard: The Contractor shall provide complete, accurate and up-to-date maintenance recordkeeping on vehicles (revenue and non-revenue) and equipment provided by the authority. Said recordkeeping shall be kept for each individual unit. Recordkeeping for vehicles shall include usage of fuel and fluids and lubricants. Recordkeeping for all vehicles shall be consistent with current fleet management practices.

Incentive/penalty: Failure to meet the above outlined standard shall result in a financial penalty of seven hundred fifty dollars (\$750) per day in which authority inspection of records identifies any substandard recordkeeping.

MISCELLANEOUS

Description: Provision of courteous service.

Standard: Repeated failure by the contractor to provide service to the public in a courteous manner.

Incentive/penalty: During the initial (undefined period) term, contract may be terminated.

Description: Rules for users of the system.

Standard: Late cancellation of reserved ride is considered anything short of four (4) hours advance notice. Riders are considered a "no-show" for failure to appear for a pickup within five (5) minutes of the scheduled pickup time.

Incentive/penalty: No charge for first and second late cancellation within a thirty (30) day period; one dollar (\$1) charge for the third, two dollar (\$2) charge for the fourth, and five dollar (\$5) charge for the fifth or subsequent late cancellation within a thirty (30) day period. One dollar (\$1) for the first, two dollars (\$2) for the second and five dollars (\$5) for the third and subsequent no-show within a thirty (30) day period.

Description: Average daily patronage.

Standard: Increased patronage of service of at least one percent (1%) over previous month and/or at least three percent (3%) over the previous quarter.

Incentive/penalty: If on a monthly basis the average daily patronage on the service increases by one percent (1%) or more over the previous month's average daily patronage, then Contractor shall receive an incentive payment equal to fifteen (15) bus service hours. If, on a quarterly basis, the average daily patronage on the service increases by three percent (3%) or more over the previous quarter's average daily patronage, then the Contractor shall receive an incentive payment equal to fifteen (15) bus service hours.

Description: Farebox ratio.

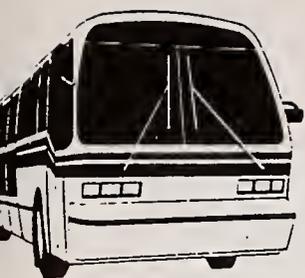
Standard: Increased farebox ratio of at least one percent (1%) over previous month and/or at least three percent (3%) over previous quarter. Farebox ratio equals total revenue divided by total bus service hour cost.

Incentive/penalty: If on a monthly basis the farebox ratio on the service increases by one percent (1%) or more over the previous month, then the Contractor shall receive an incentive payment equal to fifteen (15) bus service hours. If on a quarterly basis the farebox ratio on the service increases by three percent (3%) over the previous quarter, then the Contractor shall receive an incentive payment equal to fifteen (15) bus service hours.

SYSTEMS FROM WHICH CLAUSES WERE DERIVED

1. County of Yolo Department of Public Works and Transportation, Woodland, CA (Yolobus).
2. San Diego County Department of Public Works, San Diego, CA.
3. Metropolitan Transit Authority of Harris County, Harris County, TX (Houston Metro).
4. Toronto Area Transit Operating Authority, Toronto, Canada (GO Transit).
5. Beaver County Transit Authority, Beaver County, PA.
6. Board of County Commissioners of Johnson County, Johnson County, KS.
7. The Chicago Transit Authority, Chicago, IL (Special Services).
8. Memphis Area Transit Authority, Memphis, TN (Neighborhood Shuttle).
9. Access Transportation Systems, Inc., Pittsburgh, PA.
10. Bay Area Rapid Transit System (BART) Express Bus Service, San Francisco, CA.
11. Fairfax County Office of Transportation (Fairfax Connector), Fairfax County, VA.

February 5, 1988



PPTN

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**A GENERIC CONTRACTUAL DOCUMENT
FOR THE PROCUREMENT OF TRANSIT SERVICES**

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INTRODUCTION

The *Generic Contractual Document For The Procurement Of Transit Services* addresses the elements considered essential to the development of a thorough contractual agreement. While the Document is oriented toward the operation of a *paratransit* service, with only slight modification it can model a *fixed-route* service agreement.

This publication identifies the majority of issues which should be considered prior to executing a service agreement. As such, it is intended to be used as a guideline. It is *not* PPTN's intention that all portions of this document be included in an actual contractual agreement.

For the reader's ease, those portions which will require modification are denoted in boldface type or as blanks (____).

CONTRACT BETWEEN
THE _____, _____
AND

Contract # _____

_____, 19__

MASTER AGREEMENT

WHEREAS, the _____, hereinafter called "____," as a local public transit operator, has determined that it is in the best interest of the _____ and its riding public to utilize private sector transportation to provide _____ transportation services; and

WHEREAS, to implement the program, specifications were developed and bids were solicited from private operators interested in providing such transportation services, and in response to such solicitation of bids, _____ has been selected to enter into a contract with the _____ to provide _____ transportation services as hereinafter set forth.

NOW THEREFORE, the parties hereto intending to be legally bound agree and covenant as follows:

I. Basic Agreement

____ Name of vendor providing transportation _____ hereinafter called "Contractor," hereby covenants and agrees to perform certain _____ transportation services as hereinafter described, for the benefit of the _____ and in consideration thereof, the _____ agrees to provide a subsidy to the Contractor in accordance with the terms and conditions set forth herein. These services shall be known as "____," and shall operate for a period of _____ years with _____ renewable extensions of _____ year(s) each. This contract shall commence on _____, 19____.

I.1 Eligibility

Participation in this program is restricted to _____.
The criteria for certification presently is _____.
The _____ is responsible for certifying riders for this program.

The _____ reserves the right to expand or reduce the number of certified riders and to modify the method(s) and standard(s) used for certification.

Each certified rider is listed in The _____'s client file and the _____ will pay only for trips made by these riders.

I.2.1 Hours of Service

The service will be operated from ___ a.m. to ___ p.m. on the following days: _____ . Service will not be provided on the following days: _____ . The _____ reserves the right to change the hours of service with 30 days written notice to the Contractor.

I.2.2 Maximum Ride Time

The maximum in-vehicle ride time for clients is ___ minutes. No more than ___ percent of the contractor's trips may exceed this limit. The _____ will not pay Contractor for those trips over ___ minutes beyond the ___ percent limit.

I.3 Service Area

The service area includes the _____ .

I.4 Trip Limits and Trip Authorizations

Insert the _____'s policy on limiting trips and trip authorization procedure. There are no trip purpose restrictions in the _____ program.

I.5 Fareboxes

Fareboxes are not required.

I.6 Fares

Fares and methods of fare payment charged riders and attendants will be set by the _____. The cash fares paid by program participants will be kept by Contractor and must be deducted from the receivables (billing statements) submitted by Contractor to the _____. The _____ may choose to alter fares during the course of the contract. If the _____ raises or lowers the fare for registered program participants and/or attendants this increase in the fare will be the _____'s and will have no impact on overall reimbursement rates. Attendant fares at the start of this contract will be \$____. The Contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.

Contractor may invoice the _____ for fares paid through monthly passes and transfers/vouchers.

Attendants are required to pay a fare of \$ _____. The Contractor may keep this fare and is not required to deduct it from invoices presented to the _____. The _____ will not require the Contractor to accept the monthly pass as an acceptable fare when used by attendants and will not reimburse the Contractor for its use by an attendant.

I.7 One-Way Trip Definition

A trip is defined as authorized travel between two points. Stopovers, route deviations and/or additional trips within _____ minutes requested by the rider shall be made at the discretion of the Contractor.

I.8 Subscription Service

Up to _____ percent of the total service may be reserved for subscribers, i.e. program participants who travel _____ or more days to the same destination at the same time each week. The _____ reserves the right to change its subscription procedures and policies.

I.9 Scheduling & Reservation Call-in Requirements

Insert section which states who will take reservations and schedule trips, times when reservations are accepted and when entity taking reservations must be available, advance reservation time requirements, etc.

The Contractor is required to record actual and scheduled pickup times and actual and requested drop off times on a trip ticket or driver's log to be supplied by the _____. The Contractor is also required to post rider no-shows and cancellations. The Contractor must also record the number of requests denied. In addition, any other information supplied by drivers on trip tickets or will be posted in the computer system by the Contractor. In the event of a breakdown of computer equipment, the _____ will make every reasonable effort to correct it in a timely fashion.

Riders must be informed of their pickup time when they call to reserve a trip; the pickup time shall be guaranteed within a _____ minute window. If the trip must be rescheduled (not at the rider's request), the Contractor must call the rider not less than _____ hours in advance of that pickup time. The Contractor will not call riders before _____ a.m. nor after _____ p.m. for this purpose. If the Contractor cannot contract the rider, the trip may not be rescheduled.

I.10 Late Cancellations and No Shows

A late cancellation is any cancellation received by the Contractor with less than ___ hours notice of the scheduled pickup. Time adjustments to the schedule to accommodate medical and social services appointments are not late cancellations.

A rider is considered a no show if the rider fails to respond for a pickup within ___ minutes of the scheduled pickup time.

The ___ will (will not) reimburse the contractor in any way for no shows and cancellations. Insert client no-show policy, for example ___ no-shows will result in a fine of \$ ___, or service will be discontinued for ___ days.

I.11 Trip Ticket

Each trip will require the signature on the trip ticket of both the rider and the driver.

The times to be recorded by the driver for each trip are: (1) time of arrival at pickup and (2) time of arrival at destination.

Trip tickets are to be signed by the rider. For riders who cannot sign a trip ticket, the driver shall note in the space for the rider's signature that the rider is unable to sign. No one but the rider may sign his/her name on the trip ticket.

I.12 Trip Ticket Mileage

The mileage of each trip (starting and ending or total) must also be recorded on the driver's trip ticket.

I.13 Trip Ticket Posting & Delivery to _____

Posting is the procedure whereby the information supplied by the driver from the driver trip ticket is matched to the scheduled reservation information supplied from the trip authorization ticket. Proper and timely posting is necessary to ensure that the ___ can prepare and process invoices in a timely fashion. All trip ticket posting will take place within ___ days following provision of service.

The schedule for posting and delivery of trip tickets is as follows:

TRIPS PERFORMED	POSTED BY:	DELIVERED
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

Failure to post trip tickets in accordance with the above schedule will result in \$ ___ per ticket penalty. The **computer generated** reservation tickets must be stapled to the drivers ticket when returned. All void, cancelled and no show **computer generated** tickets must also be returned.

I.14 Attendants

Each program participant will be allowed one attendant. The Contractor shall collect \$ ___ cash, or current ___ fare. The ___ will not reimburse the Contractor for any other expenses related to transportation of an attendant and may alter the fare policy. Contractor can, at its discretion, elect to carry more than one attendant, friends and/or family of the rider at a charge of \$ ___ or current ___ fare per ride. Attendants must be picked up and dropped off at the location where the rider boards and alights.

The Contractor is not required to provide an attendant for program participants.

I.15 Passenger Assistance

The Contractor is required to use the highest degree of care in the operation of equipment and assistance of riders. Each of the Contractor's drivers must assist passengers (but are not required to carry passengers) up or down at least ___ step(s) of any dwelling or building, to/from the vehicle and boarding and alighting from the vehicle. In addition, the Contractor's drivers are required to assist passengers by carrying up to ___ bags of groceries/parcels between the vehicle and the entranceway of the place of origin or destination. Each of the Contractor's drivers are required to have the safety belts for each passenger fastened.

I.16 Smoking/Expectorating/Eating/Drinking

Smoking, expectorating, eating, and consumption of alcoholic beverages by drivers or passengers while on board any vehicle engaged in performing service for the _____ is not permitted. Rude, offensive, and abusive language or behavior is also prohibited. Driving while under the influence of drugs and/or alcohol is strictly forbidden. The _____ will exclude any driver from this program who is found to be driving while under the influence of drugs and/or alcohol and may, if it so chooses, exclude any driver whose personal behavior violates the smoking, eating, drinking, and expectorating provisions.

I.17 Group Trips

Program participants who wish to travel as a group between one point of origin and one destination, returning to the point of origin may arrange such trips through and with the prior approval of the _____. All such requests received by the Contractor must be referred to the _____.

The _____ will seek a separate bid from the Contractor in such instances of group travel and will base its payments to the Contractor accordingly. The _____ may, if it so desires, contract with another entity for group trip service if similar service can be obtained at a lower cost.

1.18 Inclement Weather Policy

In the event that weather conditions are such that service must be temporarily suspended to ensure the safety of riders and drivers, the Contractor shall immediately notify the _____ to that effect. The Contractor shall assume responsibility for making a best faith attempt to contact any users who may be at intermediate destinations (awaiting transport home) and shall endeavor to provide such transport if safety and prudence permit.

II. ADMINISTRATION

II.1 Billing

The Contractor shall bill The ____ monthly for the number of trips provided hereunder. An invoice in the amount of 70% of the estimated monthly bill shall be rendered on or about the first business day of each month, with a second invoice to be submitted promptly after the completion of each month's service for the balance or credit due.

Following preliminary verification of the invoice, The ____ will pay the Contractor within ____ days from the date of submission. The ____ may, at any time, conduct an audit of any and/or all records kept by Contractor for this service. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices. The ____ may withhold payment for services it believes were improper, failed to meet service specifications or are otherwise questionable. Contractor will not bill or be paid for unserved trips.

Contractor's bill shall be based upon the number of authorized passenger trips completed, as verified by passenger trip tickets.

II.1.1 Terms of Compensation

The ____ shall pay to the Contractor the amount of \$ ____ per _____. All program participants and attendants shall pay to the Contractor the current ____ adult fare for a one way trip. This shall be deducted from the amounts paid by the ____ for services rendered under this contract. Adjustment to the compensation described above shall be made upon verification of service provided and performed in accordance with the terms and conditions of this contract as noted elsewhere in the agreement.

II.1.2 Submission of Invoices

Invoices for payment shall be so marked, prepared in triplicate, include a reference to this contract number, and shall be consecutively numbered and forwarded to:

Insert billing address

and accompanied by any required reports. The Contractor will invoice the ____ on a monthly basis. Invoices must be accompanied by an itemized list of trips, to include client i.d. number, name, date, times, and addresses. The ____ will pay the Contractor within 30 days of receipt of the invoice.

II.2 Records

a. Financial and Performance Data

The Contractor is required to keep separate written financial and performance records for the ____ program. The Contractor will submit **quarterly** financial reports to the ____ using a standardized financial reporting format.

Records must be available for inspection by the ____ or a ____ approved agent at all times upon reasonable notification by the ____.

b. Reporting Format

The Contractor will be responsible for properly maintaining separate records and summaries for this service as deemed necessary by the _____. The following are the types of information which the _____ requires the Contractor to maintain.

* Note: Not all information listed below will be necessary for all services. Care should be taken to not overburden the Contractor with information which will be of little if any value to the administering agency.

Monthly

- Passenger count by jurisdiction
- Odometer readings of ____ vehicles
- Condition of each ____ vehicle

Trip by Trip Records

- Trip origin street number, address and zip code
- Trip destination street number, address and zip code
- **Specific trip purpose**
Employment, medical therapy, education, social/recreation, personal/shopping (non-food), shopping (food), nutrition, other
- Clock time, vehicle odometer reading and on-board passenger count of:
origin pickup, destination delivery, return pickup, return delivery
- Status of passenger
Elderly, handicapped, ambulatory, non-ambulatory
- Date and day of Service

Monthly management report - sums number of unduplicated passengers served, one-way trips, hours available for service, vehicle hours and miles, accidents per mile, complaints per mile, etc. In addition to reporting base data, the Contractor shall submit a detailed monthly report encompassing the following:

- o accomplishments & goals - administration, transportation, maintenance
- o existing and anticipated problems, with recommended solutions
- o historical record of riders, miles and costs; by month
- o historical record of accident and roadcall mileage intervals
- o complete explanation of all accidents, incidents and unusual events
- o UMTA/_____ reports

Maintenance records - vehicle number, dates and types of service, warranty work, etc.

Annual UMTA Section 15 report - The Contractor will be responsible for supplying to the _____, in a timely fashion, any information required to complete this UMTA report.

c. Turndowns

The Contractor is required to daily record turndowns of trip requests. This information is to be recorded in accordance with _____ procedures. The _____ may require the Contractor to forward this trip turndown/denial recording on as many as five days a month. This information is being requested for planning and budgeting purposes.

d. Driver Registration

The Contractor is required to present all the documentation outlined in Section III.4.Driver Training and Section II.4.1 Minimum Driver Standard/Drug Screen/Annual Physical Examination to the _____ prior to any driver being authorized and registered to carry any passengers in this program. The _____ will only reimburse the Contractor for trips performed by registered drivers.

The Contractor is required to inform and return the driver's I.D. card to the _____ within _____ hours whenever drivers are terminated or are no longer a part of their work force for this program.

e. Driver Information

Each contractor shall furnish **semi annual** reports from the State Division of Motor Vehicles on the driving record of each driver. The Contractor will also be required to promptly notify the _____ in writing if a driver is cited for a moving violation or any other traffic or criminal offense.

f. Falsification of Records

There will be a \$ _____ penalty per occurrence applied for falsification of any records submitted to the _____ or kept by the Contractor (as required by its _____ contract). The _____ may terminate the contract in addition to imposing the penalty.

g. Drug Screen Required for Accident or Impaired Condition

A blood and urine drug screen according to uniform standards adopted by the **State Department of Public Health** and by a laboratory possessing a valid permit issued by that Department for this purpose shall be given within 30 minutes to each employee involved in any accident when a _____ program participant is on-board at the time of the accident or believed to be impaired by a good faith belief based upon an objectionable and reasonable basis. Results of the drug screen shall be submitted to _____. The substances being tested are those listed with the State of _____. Any employee who fails to submit to the test or to pass the test will be excluded from this program.

h. Audit of Records

_____ and **USDOT**, or their designee(s) may perform audits at any time of the books, records and accounts of the Contractor. The Contractor agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of three years after the completion of a contract, any and all financial, operations, administrative and maintenance records pertaining to this contract.

II.3 Application Solicitation

The Contractor is not allowed to solicit or distribute applications for registration to this program. Requests for application information should be referred to the _____.

II.4 Photo Identification Cards for Riders

Drivers are required to inspect the photo identification eligibility cards of all riders on each trip.

II.4 Ineligible Clients

If a driver observes or suspects that a client does not meet the _____'s eligibility criteria, the Contractor must report this to the _____.

II.4 Display of Driver I.D.

Each approved driver will be issued a numbered photo identification card by the _____. Drivers are required to prominently display their photo identification card, in clear

view, on board the vehicle they are driving at all times. The Contractor is required to submit to the ____ a passport type photo of each driver for the identification card.

II.5 Complaints

The Contractor is required to respond orally or in writing to all rider complaints received from the ____ or registered participants. The Contractor is required to notify the ____ of the corrective action that was taken to insure that this complaint will not reoccur. All written responses must be signed or cosigned by the person a complaint is against. If the ____ requests a written response to a complaint the Contractor must respond in writing within __ calendar days.

The ____ will not ask the Contractor to investigate complaints by the rider about on-time performance when the actual pickup and/or dropoff time for demand/response trips is reported to be __ or less minutes from the scheduled time. The ____ will not ask the Contractor to investigate complaints by riders about on-time performance for subscription trips when the actual pickup and/or dropoff time is reported to be __ or less minutes from the scheduled time.

II.6 Confidentiality of Client Information

Any and all information regarding any individual person served by The ____ is strictly confidential. It shall not be released to any party in any form without the authorization of the individual and/or, as the case may be, the agency sponsoring the individual's transportation.

II.7 Advertising

All advertising by Contractor about the ____'s program must be submitted to the ____ for review and written permission to proceed must be received prior to distribution to the general public. The ____ may not unreasonably withhold permission to advertise.

III. PERSONNEL

III.1 Personnel

The Contractor shall be solely responsible for the provision of and satisfactory work performance of all employees as described by contract or any reasonable performance standard established by The ____, and shall be solely responsible for payment of all employees' and/or subcontractors' wages and benefits. Without any additional expense to The ____, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and social security. The _____ shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by the Contractor. The Contractor shall not, absent prior written notice to, and consent by The ____, remove or re-assign any key management personnel identified in its proposal (e.g. Project Manager) at any time prior to or after execution of the contract.

III.2 Key Employee

The Contractor must employ an individual whose major duties include the direction of services performed for the _____. This key employee will be required to successfully complete all sensitivity training for both drivers and office personnel and all program office and automation training and must have decision-making powers for the Contractor. The key employee will be required to attend such meetings as are required by the _____ provided ____ hours notice is given. If the key employee is unable to attend a given meeting, another person vested with decision-making powers must attend.

III.3 Office Personnel and Procedures

The Contractor shall supply a sufficient number of employees to staff the office at all required times. The Contractor will be responsible for training these employees and making sure that all program policies and procedures are understood. Sufficient office staff must have dispatch capabilities. Each of the Contractor's non-driving employees who has direct day-to-day interaction with the public will be required to attend a ____ day sensitivity training program approved by the _____. Personnel with dispatch capabilities will staff the Contractor's office from at least _____ hour before the first scheduled pickup until at least _____ hour after the final scheduled drop-off.

III.4.1 Drivers and Driver Training

The Contractor shall supply a sufficient number of properly qualified personnel to operate the equipment and to provide the services required. **Priority of hiring must be given to employees who are currently providing this service.**

The driver training program will consist of the following and is the financial responsibility of the Contractor and must be approved by the ____ prior to certification of any drivers for this program.

- Behind the wheel (defensive driving). Minimum two days, including classroom instruction;
- Sensitivity training -- minimum one day classroom and one-half day "hands-on", including lift training;
- **Red Cross First Aid certificate;**
- Geographic familiarization training;
- At the discretion of The _____, other training such as CPR and seizures may be required.

The Contractor is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The _____ requires that drivers receive **at least half of their defensive driver training and the "hands-on" portion of sensitivity training** prior to providing any service in this program. All remaining driver training must be completed **no more than thirty (30) days** after any given driver begins providing service. **Refresher training is required for all drivers on an annual basis.** More frequent re-training may be required, as necessary.

Upon successful completion of an authorized training program conducted by a certified ____ instructor or presentation of certification of acceptable training by an independent agency certified by the ____, each driver will receive an identification card with the name and ____ certification number on it and become registered to provide service under this program. The I.D. must be displayed in plain view to riders at all times when the driver is carrying ____ riders. Identification cards are to be returned to the _____ when a driver leaves the employ of the Contractor or is terminated from the program.

III.4.2 Minimum Driver Standards/Drug Screen/Annual Physical Examination

Prior to acceptance of a driver for this program a current motor vehicle report (MVR) from the Secretary of State must be submitted to the ____ and the following conditions must be met by each operator participating in the program, without exception.

All drivers must be properly licensed in the State of _____ to provide this type of service and be at least 21 years of age. A written record from the State Motor Vehicles Department must be submitted to The ____ **twice annually** for each driver. Drivers who do not meet the following minimum criteria may not participate in the program:

- **no more than one moving violation for each year of the last five (5) years prior to application for this program;**

- no more than two moving violations within the last 12 months;
- if license has ever been suspended, applicant must have two full subsequent years with no violations;
- if license has ever been revoked, must have 5 subsequent years with no violations;
- under no condition will an applicant be accepted as a driver for this program if (1) he/she has been convicted of a felony, (2) and/or has been convicted of a drug or alcohol offense.

III.4.3 Proper Hygiene

All operators in the program must practice good hygiene, are required to be neat, clean, and well-groomed and are responsible for the proper care and cleaning of the garments they wear while on duty. Does the service call for uniformed drivers?

IV. COMPUTER EQUIPMENT

IV.1 Computer Equipment

The ___ agrees to furnish the Contractor, at the ___'s expense, all computer-related equipment and software necessary to perform the functions required by the ___ to perform the service. The ___ will provide the Contractor with a minimum of ___ terminal(s) and ___ printer(s).

The ___ will lease data transmission "lines" for such purposes, at the ___'s expense, and provide training for a reasonable number of the Contractor's employees, on how to use such equipment.

All computer equipment is to be operated in accordance with manufacturers recommendations/specifications and ___ instructions. The ___ will pay for maintenance of computer equipment except in instances of contractor misuse or neglect of such equipment, as determined by the repairman.

IV.2 Trip Tickets

Trip tickets and trip reservation forms will be supplied to the Contractor by the ___.

V. PERFORMANCE CRITERIA

V.1 On-Time Performance

On-time performance is the measure of the Contractor's ability to arrive at a reservation pick-up location as scheduled. Trips will be reimbursed based on the following Reward/Penalty System.

Insert on-time performance measures, if any.

V.2 No Shows

The Contractor is required to complete a minimum of ___% of all trips scheduled and accepted. Trip completion is defined as picking up and delivering a passenger within ___ minutes of the scheduled time. In cases when the vehicle was present within this stipulation, but the passenger was not available or refused to travel, that trip is considered incomplete and no payment will be made to the Contractor for attempted services. If the Contractor misses a pickup or return trip through no fault of the rider, a penalty of \$ ___ per occurrence shall be assessed for all trips falling below the stated minimum. The ___ is required to make a reasonable effort to ascertain all the facts in such a circumstance and can only assess a no show fine when the Contractor sends no vehicle to pick up the passenger within ___ hour of the requested pickup time.

This penalty will be waived if the operator makes a pickup on days where weather or special events pose a problem.

VI. VEHICLES, FACILITY AND MATERIALS

VI.1 Vehicles

VI.1.1 Clean Equipment

All equipment used in the program must be kept clean and be cleaned regularly. If _____ identifies a vehicle used in service that is not clean, the contractor shall immediately remove the vehicle from service if requested orally or in writing by _____.

VI.1.2 Radio Standards

The Contractor must provide two way radio communication equipment for every vehicle to be used in provision of service for the _____. The Contractor is required to provide the _____ with its radio frequency number(s) used to communicate/dispatch its vehicles used under this contract.

VI.1.3 Identification of Vehicles via _____ Symbol

Vehicles used in this program are required to display a numbered, _____ symbol supplied by the _____ in addition to whatever numbers and symbols they may display for other services. _____ may fine a Contractor \$ _____ a day for every vehicle found in violation of this section and may terminate the contract if any vehicle that the vendor uses for this Service does not display the aforementioned _____ symbol.

VI.1.2 _____ Leased Vehicles

In addition to terms and conditions described herein, the "Vehicle Lease" document defines the exact nature of the relationship between the property, the lessee and the lessor.

VI.1.2.1 Maintenance

Those vehicles which the Contractor leases from the _____ shall be maintained, at a minimum, according to the manufacturer's specifications for routine and preventive maintenance, the cost of which will be borne by the Contractor. Any additional guidelines required by the _____ shall supercede those required by the manufacturer, are detailed below, and are also at the expense of the Contractor.

Detail any maintenance specifications above and beyond those recommended by the manufacturer.

Vehicles leased to the Contractor by the _____ are to be used solely for the provision of this service. Personal usage and/or use for any other purpose is prohibited. When not

in use, vehicles shall be stored at a secured location. The Contractor's vehicles may be utilized for any purpose not interfering with the _____'s service.

VI.1.2.2 Removal of Vehicles

The _____ can order either verbally or in writing the immediate removal from service any vehicle that the _____ believes does not meet the _____ vehicle specifications, is unsafe, or not in compliance with any federal, state, or local laws, inspections or regulations.

VI.1.2.3 Laws, Ordinances and Regulations

It shall be the responsibility of the contractor to assure that all Federal, State and local laws, regulations, ordinances, licenses, or inspections governing vehicles in this service are in compliance before service is begun and at all times covered by the period of this contract.

VI.1.2.4 Approval by _____ Engineer/Exceptions

Exceptions to any of these requirements shall require prior approval of a _____ engineer. Use of any vehicle in the program also requires prior approval of a _____ engineer. No exceptions that adversely affect safety will be made. The _____ will inspect any vehicle for program use approval within _____ working days of the Contractor's request.

VI.1.2.5 Safety/Inspections

The Contractor shall perform daily safety inspections of vehicles prior to beginning the day's service. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The _____ reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. If a vehicle fails inspection, it is barred from service until the problem(s) are corrected. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. The _____ may inspect vehicles at any time and may bar a vehicle from service until problem(s) are corrected.

VI.1.2.6 Damage

All damage to vehicles shall be repaired within _____ days of occurrence in a high quality manner, regardless of cause.

VI.1.2.7 Spare Vehicles

The Contractor is required to have, at their immediate disposal, at least ___ spare vehicle for every ___ operated. Vehicles must be able to carry a minimum of ___ persons, and maintained to the previously stated standards. It is the Contractor's responsibility to ensure that sufficient fleet vehicles are available to meet service requirements. Any vehicles provided by the Contractor must be ___ years old or less, and have incurred fewer than _____ miles on its engine and transmission. They shall be comparable in size and configuration to ___ vehicles.

The following may be used in the event the ___ wishes the Contractor to supplement the ___'s vehicle fleet for this service and/or for backup vehicles.

VI.2 Contractor Supplied Vehicles

VI.2.1 Scope

It is the intent of these requirements that the Contractor obtain and operate vehicles which will provide safe, dependable, and comfortable transportation for the passenger. Therefore, these requirements outline minimum vehicle requirements for vehicles used by the Contractor in the provision of transportation for this program. Requirements are as follows:

VI.2.2 Head Room

Ample head room is to be provided to accommodate tall (6'6") wheelchair passengers during entry and transport.

VI.2.3 Tie Downs

Wheelchair tie down systems are subject to the inspection and approval of the _____. No chains, blocks, wheel wells, or eye hooks should be used in the tie down system.

VI.2.4 Lifts

Lifts for passenger loading must be hydraulic, electric or a combination of the two, and must be of the latest design similar to the Collins or Braun. All current safety features are to be incorporated: stop gate sensitive edge, manual control, handrail, interlocks to prevent movement and be operable only in neutral. The lift used must have been tested and be capable of safely lifting up to 1000 pounds. If electronic lifts are utilized, they must also be capable of manual lowering and raising. If lifts are mounted for

entry through the rear door of a vehicle, the vehicle must have flashing light signaling capability, mounted near the roof line, to be used during loading and unloading.

VI.2.5 Age

No vehicle can be more than _____ model years old nor have more than _____ miles on its engine and transmission.

VI.2.6 Warning Lights

An audible alarm and external flashing light (hazard warning) shall be incorporated to alert passengers of lift operation. The audible alarm is to sound only during lift motion. The hazard warning lights are to be illuminated whenever power to the lift is turned on.

VI.2.7 Wheelchair Accommodations

Vehicles intended for servicing wheelchair users must be able to accommodate standard, electric, three-wheelers (Amigo types), and recent model light alloy wheelchairs. The wheelchair capacity of any given vehicle is left to the discretion of the Contractor so long as sufficient vehicles are available to service the trip demands of wheelchair users who can and cannot transfer out of the wheelchair during the trip.

VI 2.8 Wheelchair Tie Down & Safety Belt Requirement

A wheelchair tie down system must be in place in all vehicles used for wheelchair users who do not transfer out of the wheelchair during the trip. The tie-down system must (i) enable the chair and the occupant to be secured independently of each other; (ii) not have metal to metal contact of the tie down mechanism and the chair; and (iii) secure the chair at the strongest points of the chair frame, and not at the wheels.

A safety belt for each rider is required and drivers are required to ensure that the safety belts of each passenger are fastened. For wheelchair occupants, the safety belt must be independent of the wheelchair tie down system and must be designed for release by an occupant who is capable of releasing a standard clasp belt buckle.

Individual agencies may wish to insert standards regarding front versus side-facing wheelchair tie-down positions.

VI.2.9 Seats

At least one attendant seat must be provided in each vehicle. Bench seats utilized for passengers must be equipped with a strap or a pull for balance.

VI.2.10 Dome Lights

Interior dome lights are required for all vehicles.

VI.2.11 Maneuverability

Each vehicle must be able to maneuver in narrow one-way streets.

VI.2.12 Spare Tire

Each vehicle must carry a spare tire, in good condition, and the necessary equipment for removing and mounting a tire.

VI.2.13 Radio Requirement

Each vehicle must have a working two-way radio.

VI.2.14 Inspections Requirement/State of _____

Each vehicle must pass State of _____ Department of Transportation inspection required for non-emergency medical transportation livery permits. Current inspection stickers must be displayed by all vehicles.

VI.2.15 Fire Extinguisher

Each vehicle must carry a full portable fire extinguisher.

VI.2.16 Color Scheme

Each vehicle purchased by the Contractor after award of this contract must conform to the color scheme used by the _____ on its bus system.

VI.2.17 Transmission Requirements

All vehicles shall be equipped with a heavy-duty automatic or manual transmission. The transmission shall be properly mated with the engine furnished. Controls and internal parts shall be adequately designed and adjusted to provide smooth power shift accelerations without damage, and to prevent output torque when the selector lever is in neutral position.

VI.2.18 Air Conditioning

The vehicle heating and air conditioning systems shall be designed to provide passenger comfort within the vehicle. Both heated and air conditioned air shall be evenly distributed in the vehicle interior. Blowers shall be of sufficient size to evenly distribute air without creating drafts or blowing excessively on the passengers. Any vehicle with an inoperable air conditioning or heating system shall not be used for service. Each vehicle must use their air conditioning and/or heating system as weather conditions and passenger comfort dictate. The air conditioning must be in operable condition from _____ 1 to _____ 1 every year.

VI.2.19 Mirrors

A fully adjustable mirror shall be installed on each exterior side of the vehicle. An interior rear view mirror shall be mounted ahead of and to the right of the operator's position to provide a general view of the interior of the vehicle.

VI.2.20 Roof Strength

The vehicle roof strength must be such that the likelihood of roof collapse in a rollover accident is minimized.

VI.2.21 Vehicle Retirement

When a vehicle is sold, retired, or no longer used in the program, the _____ must be notified and the identification sticker must be returned to the _____.

VI.3.1 Facilities

Contractor shall provide suitable facilities with which to operate the service. This includes maintenance and storage facilities. All furnishings, equipment and supplies are the responsibility of the contractor.

VI.4.1 Fuels and Materials

All fuels, lubricants, parts, materials, etc. required for the performance of this contract shall be supplied by Contractor, except where otherwise noted in this contract.

VII. INSURANCE AND BONDS

VII.1 Insurance

The Contractor shall be required to carry insurance (and furnish proof thereof) to the following minimum limits:

1. Workman's Compensation
Coverage A - Statutory
2. Comprehensive General Liability (Including Contractual Liability and independent Contractors)

Bodily Injury Liability:
Each Person \$1,000,000.00

Each Accident \$1,000,000.00

Property Damage Liability:
Each Accident \$1,000,000.00
3. Automobile Liability

Bodily Injury Liability:
Each Person \$1,000,000.00

Each Accident \$1,000,000.00

Property Damage Liability:
Each Accident \$1,000,000.00
or \$1,000,000.00 Combined Single Limit
4. Uninsured/Underinsured Motorist
\$500,000.00
5. Collision and Comprehensive
Declared value of fleet
6. Medical Payments
Each Person \$5,000.00

All deductible payments are the responsibility of Contractor. The ____ shall be named as additional insured on all liability policies. The ____ shall be included as a loss payee on

physical damage policies covering vehicles leased by the _____ to the Contractor. All accidents must be reported to the _____ within 24 hours of the occurrence.

Each policy of insurance shall contain the following clauses: "It is agreed that these policies shall not be cancelled nor the coverage reduced until thirty (30) days after The _____ shall have received written notice of such cancellation or reduction by certified mail."

The contractor will provide the _____ documentation proving insurance coverage, in a form approved by the _____ within 30 days of notice of contract award or 10 days before commencing transportation services, whichever occurs first.

VII.1.1 Claims

If, as a result of any operation performed under this contract, a claim is made against the _____ or the Contractor, the Contractor must verbally notify the _____, with a complete and accurate description of the incident, within 24 hours. A written verification of such claim must be submitted to the _____ within 36 hours. The _____ shall notify the Contractor of any claims reported directly to the _____ within 48 hours of receipt of the claim.

VII.1.2 Accidents

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

VII.2 Performance Bond

The Contractor will be required to obtain a performance bond equal to _____ percent of the estimated contract value. Additionally, The _____ may elect to hold back part or all of the Contractor's monthly payment if significant deviation from performance as detailed in the contractual agreement is present.

VIII. ADDITIONAL CONTRACT TERMS AND CONDITIONS

VIII.1 Cancellation of Contract

(1) The _____ reserves the right to cancel the contract resulting for cause by written notice to the Contractor. Cause for cancellation will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the _____. Cancellation with documented cause shall include forfeiture of all or part of the performance bond which equals the damage created by failure to complete the contract.

(2) The _____ may terminate any contract resulting from this procurement, in whole or part, whenever it shall determine that such termination is in the best interest of the _____. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance under the contract is terminated, and the date upon which such termination becomes effective.

In the event of any termination, the _____ shall pay the agreed rate only for services delivered up to the date of termination. The _____ has no obligation to the Contractor, of any kind, after the date of termination. The Contractor shall deliver all records, equipment and materials to The _____ within 24 hours of the date of termination.

VIII.2 Disclaimer of Liability

The _____ will not hold harmless or indemnify the Contractor for any liability whatsoever.

VIII.3 Hold Harmless

The Contractor agrees to protect, defend, indemnify and hold The _____, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

VIII.4 Law Governing

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of _____.

VIII.5 Anti-discrimination Clause

The Contractor shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

VIII.6 Subletting of Contract

This contract shall not be sublet except with the written consent of the _____. No such consent shall be construed as making the _____ a party to such subcontract, or subjecting the _____ to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under his contract, and all transactions with the _____ must be through the General Contractor.

VIII.7 Licensing and Permits

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

VIII.8 Assignment/Transfer of Interests

There shall be no assignment/transfer of interests or delegation of the Contractor's rights, duties, or responsibilities of Contractor under this contract without the prior written approval of The _____.

VIII.9 Regulatory Requirements

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

VIII.10 Equal Opportunity

The contractor will at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964 as amended, Executive order 11375 and as supplemented in Department of Labor Regulations 41 CFR Part 60 and of the rules, regulations, and relevant orders of the Secretary of Labor.

VIII.11 Lack of Funds Clause

The _____ may cancel or reduce the amount of service to be rendered if such action is, in the _____'s determination, in the _____'s best interests, or there be a lack of funding available for the service. In such event, the _____ will notify the Contractor in writing thirty (30) days in advance of the date such actions are to be implemented.

VIII.12 Disadvantaged Business Enterprise

Insert the _____'s policy statement and goals.

VIII.13 Buy America

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

VIII.14 Severability

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

VIII.15 Conservation

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

VIII.16 Environmental Violations

For all contracts and subcontracts in excess of \$100,000, the Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15) which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to UMTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

VIII.17 Safety Policy

The Contractor shall at all times abide by the Contractor's written safety policy as described in materials submitted during the procurement process for this contract and as approved by the _____.

VIII.18 Independent Contractor

Under the terms of this contract, the Contractor is an independent contractor and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than _____ employees, assisting in the performance of its services hereunder. The Contractor agrees to be solely responsible for all matters relating to payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other regulations governing such matters. The Contractor agrees to be responsible for its own acts and those of its subordinates, employees and any and all subcontractors, if any, during the life of this contract.

VIII.19 Disputes

Insert the _____'s dispute resolution policy and process.

VIII.20 Waiver of Terms and Conditions

The failure of the _____ or the Contractor in any one or more instances to enforce one or more of the terms or conditions of the contract documents or to exercise any of its rights or privileges, or the waiver of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

VIII.21 Interpretation, Jurisdiction, and Venue

This contract and other contract documents shall be construed and interpreted solely in accordance with the laws of the State of _____. The Contractor hereby consents and submits to the jurisdiction of the appropriate courts of _____ for adjudication of any suit, right or cause of action arising under or in connection with the contract documents.

VIII.22 Inspection of Work

(A) All work (which term through this clause includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by the _____ to the extent practicable at all times and places during the term of the contract. All inspections by the _____ shall be made in such a manner as not to unduly delay the work. The _____ shall have the right to enter the Contractor's premises for the purpose of inspecting and auditing all data and records which pertains to the Contractor's performance under this contract. The _____ shall also have the right to enter the Contractor's premises for the purpose of inspecting vehicles owned by the Contractor that are used to provide service under this contract.

(B) If any work performed hereunder is not in conformity with the requirements of this contract, the _____ shall have the right to require the Contractor to perform the work

again in conformity with the requirements of the Contract at no additional increase in the total contract amount. When the work to be performed is of such a nature that the defect cannot be corrected by reperformance of the work, the ____ shall have the right to (i) require the Contractor to immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of the contract; and (ii) reduce the contract price to reflect the reduced value of the work performed. In the event the Contractor fails promptly to perform the work again or to take necessary steps to ensure future performance of the work in conformity with the requirements of the contract, the ____ shall have the right to either (1) by contract or otherwise have the work performed in conformity with the contract requirements and charge to the Contractor any costs to the ____ that is directly related to the performance of such work, or (ii) terminate this contract for default as provided in the clause of this contract entitled "Cancellation of Contract."

VIII.23 Compliance with Laws and Permits

The Contractor shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the contract, including, but not limited to, the laws referred to in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Contractor shall furnish to the ____ certificates of compliance with all such laws, orders, and regulations.

VIII.24 Interest of Members of or Delegates to Congress

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

VIII.25 Cargo Preference

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

VIII.26 Davis-Bacon Act and Copeland Act

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

VIII.27 Subcontracting

The Contractor shall obtain The ____'s written consent prior to entering any subcontract affecting the service. The ____ reserves the right to require certain clauses

be placed in any subcontracting agreements affecting the service provided under this contract.

VIII.28 Contract Work Hours and Safety Standards Act

The Contractor shall comply with the provisions under the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

VIII.29 Publication, Reproduction, and Use of Material

No custom material produced in whole or in part under the contract shall be subject to copyright or patent in the United States or in any country. The _____ and UMTA shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom materials prepared under the contract.

IX. REVISIONS

IX.1 Revisions

Certain revisions (e.g. computer technology, trip ticket procedures, rider I.D., driver/vehicle I.D., etc.) relative to the procedures and processes, may be reviewed, revised, and implemented in the interest of improved efficiency, security, and practicality, following ___ days' written notice to the Contractor and program participant, if appropriate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made, effective and executed as of the _____ day of _____, 198_, by their respective authorized officials.

Contractor

Title

Title

Attest: _____

Notary

XII GUIDEBOOK APPENDIX

- > Glossary
- > Provider Survey
- > Program Summary Table
- > Section 18 Program Guide
- > Section 18 Program Application

GLOSSARY

- ACCESSIBLE -** Describes transportation facilities which have no barriers preventing their use by any individuals, such as persons in wheelchairs.
- ACCOUNTS PAYABLE -** Refers to a liability in accounting and represents amounts owed by the system, usually to be paid at a later date.
- ACCOUNTS RECEIVABLE -** Refers to an asset in accounting for money owed to the system and assumed collectable at a later date.
- ACCRUED -** Periodically accumulated, but not yet paid for or received payment for (in accounting usually, money, assets, or liabilities).
- ACTIVE WHEELCHAIR LIFTS -** Also known as "platform lifts" or "lift gates," these devices are currently the most commonly used wheelchair lifts, usually requiring an entrance separate from the regular passenger door.
- ALLOCATION -** A method of separating expenses and revenues attributable to different programs. Also, a method of determining the cost of shared facilities and services.
- AUDIT -** A formal or official examination and verification of an accounting book.
- AVERAGE RIDERSHIP -** The total number of passengers carried divided by the total number of service days in a given period (e.g. monthly, annually).
- BALANCE SHEET -** An accounting form listing the current assets, liabilities and capital for a business, usually at the end of the month.
- BID -** A statement of what vehicle a supplier will sell to the buyer and at what price.
- BID BOND -** A guarantee that the bidder will sign the contract (IFB) if awarded the project.
- BLOCK GRANT -** Money that is channeled by category from a funding source to a recipient without specific requirements for spending.

BODY ON CHASSIS CONSTRUCTION -	A vehicle design feature and a method of manufacture in which the chassis and body of the vehicle are built as separate units and joined together to form the completed vehicle. Chassis and body of the same vehicle are commonly built by different companies and in different plants. School buses and many small transit vehicles are body on chassis vehicles. See also "integral construction."
BOND FORMS -	Bonds provide collateral against a bidder's failure to perform. There are 2 types in common use - bid bonds and performance bonds.
BOOK OF ORIGINAL ENTRY -	Disbursement Journal, Cash Receipts Journal, General Journal.
BUDGET OPERATING -	A formal estimated financial plan for the transit system.
BUS BODY -	The portion of a bus that encloses the bus' occupant space, exclusive of the bumpers, the chassis frame, and any structure forward of the forwardmost point of the windshield mounting.
BUS STOP -	A place, generally designated by a bus stop sign, where passengers wait to board a bus.
CAPACITY -	The maximum number of passengers which can be carried by a vehicle or fleet of vehicles at a given point in time.
CAPITAL -	The sum of all investments in a company-in this case all equipment related to the operation of a transportation system.
CAPITAL COSTS -	The cost of equipment and facilities required to support transportation systems (e.g., vehicles, radios, shelters, maintenance facilities).
CARRYING CAPACITY -	The payload or maximum weight the vehicle can accept, usually Gross Vehicle Weight (GVW) minus curb weight.
CASH DISBURSEMENT JOURNAL -	An accounting book providing for the recording of daily financial transactions, cash payments, for any purpose.
CASH RECEIPTS JOURNAL -	An accounting book providing for the recording of all funds received: checks, cash, local contributions, fares, etc.

CHARTER SERVICE -	Transportation service provided at a specified price for a specific period of time, usually on a reservation or a contractual basis.
CHASSIS -	The frame and working parts of the vehicle such as the engine, transmission, suspension, axles, steering gear, and brakes.
CLIENT TRANSPORTATION -	Transportation provided by a human service or health agency to those individuals participating in the agency's service programs.
COORDINATED/ CONSOLIDATED SERVICE -	A cooperative arrangement among human service agency transportation providers and for public/private transit operators, intended to realize increased transportation benefits through the joint operation of one or more transportation related functions.
COST EFFECTIVENESS -	The ratio of the cost of a transportation system to the level of service provided. Various measures can be used (either separately or together) to determine cost effectiveness, such as: 1) total cost per vehicle-hours; 2) total cost per vehicle-mile; 3) total cost per passenger-trip; 4) total cost per passenger-mile.
CURB WEIGHT -	The weight of a motor vehicle with standard equipment including the maximum capacity of fuel, oil and coolant, and, if so equipped, air conditioning and additional weight optional engine.
DEADHEAD TIME/ MILEAGE -	Vehicle hours and miles spent in waiting for dispatches and returns to the garage or transfer point.
DEMAND- RESPONSIVE -	(Dial-A-Ride) Service - Transportation operation designed to carry passengers from their origins to specific destinations (generally door-to-door) on an immediate demand or advance (e.g., 24 hour) reservation basis.
DESTINATION -	The point at which a trip ends or terminates.
DISALLOWED COSTS -	Any costs which are not specified as eligible under the specific program guidelines.
DISPATCH -	The relaying of service instructions to vehicle drivers, generally by means of radio communication.
DRIVER LOG -	A driver's daily record of pickup and destination addresses, passenger categories, fares, and operating information.

DRIVETRAIN -	The group of components used to transmit engine power to the wheels. The drivetrain includes the clutch, transmission, universal joints (U-joints), drive shafts, and drive axle gears and shafts.
DOT -	Department of Transportation. The U.S. DOT includes the Urban Mass Transportation Administration (UMTA), Federal Highway Administration (FHWA), Federal Aviation Administration (FAA), and the Federal Railroad Administration (FRA).
DRUG TESTING -	Forthcoming requirement by UMTA that all operators of public transportation vehicles be tested and certified drug-free.
E & H -	Elderly and handicapped. Persons who may have special needs for services such as transportation.
ELDERLY PERSON -	Defined for program purposes as any person at least 60 years of age.
ELIGIBLE COSTS -	Any and all costs explicitly outlined in the program guidelines as an expense to be reimbursed under the program.
EXPENSES -	An item of business outlay chargeable against operating costs for a specific period.
FARE -	The designated payment for a ride on a passenger vehicle, whether cash, tokens, transfers, coupons, or passes.
FAREBOX -	The device for collecting bus fares. Also, the term used to describe revenues from passenger fares and local services.
FARE POLICY -	Policies developed by the transit agency to regulate fares in accordance with the need for local revenues.
FARE RECOVERY RATIO -	Total passenger revenues divided by total operating and administrative expenditures.
FARE STRUCTURE -	The schedule of fares by type of passenger, type of service, and time of service.
FISCAL -	Relating to finances - usually refers to an accounting period of 12 months.

FIXED-ROUTE SERVICE -	Transportation service operated over a set route or of network routes generally on a regular schedule.
FLEET -	All buses belonging to a transit system.
FUNDING FORMULA -	The funding percentages used to determine federal, state, and local contributions to transit system operating funds.
GROSS VEHICLE WEIGHT (GVW) -	The maximum allowable fully laden weight of the vehicle and its payload. It is the most common classification criteria used by manufacturers and by states for transit vehicles.
GROUP SERVICE -	The transit agency provides buses for a trip to a single destination. The trip may be planned for a particular group (e.g., senior citizens) but it is open to the general public.
HANDICAPPED PERSON -	Any person who by reason of illness, injury, age, congenital malfunction, or other permanent or temporary incapacity or disability, is unable without special facilities, planning or design, to use public transportation facilities and services as effectively as persons who are not so affected.
HEADWAY -	The time-lapse between buses running on the same route.
INTEGRAL CONSTRUCTION -	A vehicle design feature and a method of manufacture in which a single structure serves as both chassis construction is its greater rigidity-to-weight ratio which permits a strong body with a larger seating capacity for a given weight than body on chassis construction. Low floor height may also be easier to achieve, since the heavy chassis frame rails associated with body on chassis construction are not necessary. Large transit buses and intercity buses, as well as small purpose built buses are usually integral construction vehicles. See also "body on chassis" construction.
INTERMODAL FACILITY -	A building that serves the needs of more than one transportation company - such as a local transit company and an intercity bus line or passenger rail line.
INVITATION FOR BIDS (IFB) -	The entire contract document on which vendors base their bids. It consists of front-end documents and technical specifications.

JITNEY -	Buses move along a fixed route with no time schedule, picking up riders wherever they are waiting. Headways between buses must be very short.
LEDGER -	A book containing a group of accounts which consist of the asset, liability, and capital accounts to which debits and credits are posted from books of original entry, such as CRJ and CDJ.
LEVEL OF SERVICE -	The comfort, convenience, safety, and utility of transportation service, measured differently for various types of transportation systems.
LINE-HAUL SERVICE -	Buses travel along a fixed route and make scheduled stops.
LINE ITEM -	Refers to a specific expenditure item within a total budget (such as Marketing - \$500/month).
LOCAL SHARE -	The portion of a transit system's operating costs contributed by local government.
MARKET -	The general group of potential demand for transportation and the needs, numbers, and other characteristics of potential users of a system.
MARKETING -	The efforts made to attract patrons to a transportation system. Basic elements of a marketing program include: market research, pricing (fare) structure, image development (logo and color scheme), information services (route maps and schedules), advertising and promotional efforts.
MASS TRANSIT -	The general term used to identify bus, fixed rail or other types of transportation service available to the general public which move relatively large numbers of people at one time.
MODIFIED VAN -	Standard van with some body and/or chassis modification.
NET OPERATING DEFICIT -	Total operating costs minus revenues.
NON-AMBULATORY -	Unable to walk; frequently confined to a wheelchair and often requiring specialized transportation service.
NON-URBANIZED AREA -	The area outside of urbanized area, with a population of less than 50,000 persons.

OFF-PEAK HOURS -	Hours when passenger demand and vehicle use is low, usually in the middle of the day and in the evening.
OPERATING ACCOUNT -	A main function of the project operating budget, Administration, Operations, and Maintenance.
OPERATING COSTS -	The recurring costs of providing transportation service which include wages, salaries, fuel, oil, taxes, maintenance, depreciation, marketing, and insurance.
OPERATING RATIO -	A measure of transit system efficiency obtained by dividing total operating revenues by total operating expenses.
ORIGIN -	The point at which a trip begins.
ORIGIN DESTINATION STUDY -	(O-D) Study - a study to determine travel patterns in a given area, based on trip purpose, origin, destination, and vehicle occupancy levels.
OVERRUNS -	Excess costs over what was estimated in the contract operating budget for a given operating account.
PARATRANSIT -	Flexible transportation services which are operated publicly or privately, are distinct from conventional fixed-route, fixed-schedule transit, and can be operated on the existing highway and street system, generally with low-capacity vehicles. Examples include shared-ride taxi and demand-responsive services.
PASSENGER MILES -	The total number of passengers carried by a transit system multiplied by the number of miles they travel. A comparison of passenger miles and seat miles provides a measure of transit system efficiency.
PASSENGER TRIP -	One person making a one-way trip from origin to destination. One roundtrip equals two passenger trips.
PASSIVE WHEELCHAIR LIFT -	Also called "step lifts," this equipment can be stowed without impeding regular vehicle entrances. When stowed, a passive wheelchair lift provides steps for passengers. When operational, it forms a platform that lifts a wheelchair from the ground to the level of the vehicle floor.
PEAK DEMAND REQUIREMENTS -	The maximum number of vehicles on the road during hours, usually in the early morning and late afternoon.

PEAK HOURS -	The hours of service with heaviest ridership and maximum use of buses, usually in the early morning and late afternoon.
PERFORMANCE BOND -	The approved form of security, furnished by the Contractor and the surety, as a guaranty on the part of the Contractor to execute the work, in accordance with the terms of the specifications and contract.
PRETRIP INSPECTION -	A daily mechanical inspection of buses performed by drivers.
PREVENTIVE MAINTENANCE -	A prescribed set of regularly scheduled maintenance recommended by a vehicle or equipment manufacturer to ensure proper functioning throughout the useful life of the item.
PROJECT ACCOUNT -	Refers to all accounts used in the transit system as detailed in the ledger.
PUBLIC TRANSPORTATION -	Transportation service which is available to any person upon payment of the proper fare, and which cannot be reserved for the private or exclusive use of one individual or group.
RESERVE NEEDS -	The numbers and types of buses needed to guarantee that full service can be provided when buses break down.
REVENUE -	Receipts derived from the provision of transit service. An example is farebox revenue which includes all fares, transfer charges, and zone charges paid by transit passengers.
OPERATING REVENUE -	Revenue generated directly from the transit system operations; farebox, ticket and passes, contractual fares, other.
NONOPERATING REVENUE -	Revenue generated indirectly from the transit system operations; CETA, cash contributions (Private), in-kind contributions (local match).
REVENUE RECOVERY RATIO -	A percentage of total operating costs which the system plans to recover from farebox revenues.
RIDERSHIP -	The number of persons using a transit system to make a one-way trip (expressed as hourly, daily, monthly, or yearly riderships).

- RIDESHARING -** Any of several transportation means, other than public transit, used by more than one person to make a trip (e.g., carpool, vanpool, shared-ride taxi).
- ROUTE -** The geographical path followed by a vehicle or traveler from start to finish of a given trip, particularly an established course of travel within the public transportation system.
- ROUTE DEVIATION -** Buses move along a fixed route on schedule and also pick up demand-response riders who live near the route.
- ROUTE MILES -** The total number of miles included in a fixed-route transit system network.
- RURAL AREA -** An area, village, town, or community with a population of less than 5,000 inhabitants.
- SEAT MILES -** The total number of transit vehicle miles traveled in a given period of time multiplied by the number of seats per vehicle.
- SECTION 16(b) (2) -** A section of the Urban Mass Transportation Act of 1964, as amended, which provides funds to each state by formula to help private non-profit organizations provide transportation for elderly and handicapped individuals through the purchase of capital equipment.
- SECTION 18 -** A section of the Urban Mass Transportation Act of 1964, as amended, which provides funds to each State by formula to provide general public transportation services to rural and small urban areas. Funding assistance is provided for administrative, operating, and capital expenditures.
- SECTION 504 -** Of Title V, U.S. Rehabilitation Act of 1973, which states that handicapped people cannot be discriminated against solely by reason of their handicap under any program or activity receiving federal financial assistance. U.S. DOT Section 504 regulations address accessibility requirements for public transportation.
- SERVICE AREA -** The geographic area which is to be served by the transportation service.
- SHARED-RIDE TAXI -** A demand-responsive service in which taxis carry several unrelated passengers with different origins and destinations.

SMALL TRANSIT VEHICLE -	Vehicle smaller than the 35 or 40 foot standard transit bus.
SPECIAL JOURNAL -	A record of all current financial transactions - Cash Disbursement - Cash Receipts.
STANCHIONS AND GRAB RAILS -	Handles installed at a vehicle's entrances and throughout the vehicle (attached to its ceiling and walls) to assist elderly and/or mobility impaired passengers.
STANDARD VAN -	Type of van available from automotive manufacturers.
SUBSCRIPTION -	Passengers have a standing order for rides, usually to work, school, or daily programs.
SUBSIDIZED TAXI -	A service which lowers taxi fares to the users. The taxi company is reimbursed the difference between the actual taxi fare and the amount of the subsidy per ride.
SURVEYS -	A means of gathering information from the general public and from the transit users about how the transit system is perceived and used by the respondents.
SYSTEM IDENTITY -	The image people in the community have of the transit system when they think, hear, or read about it.
THIRD-PARTY CONTRACT -	A contract between the local transit agency and a third-party for products or services.
TRANSIT -	Local transportation available for use by the general public and generally operated on fixed routes and fixed schedules.
TRANSIT EFFECTIVENESS -	The degree to which the desired level of transit service is being provided to meet stated goals and objectives.
TRANSIT EFFICIENCY -	The degree to which a transit operation is productive as measured by a comparison of cost and level of service.
TRANSIT FEASIBILITY STUDY -	A study to determine the suitability of establishing transit service in a given area.
TRANSPORTATION ADVISORY COMMITTEE -	A committee created by local government to advise and assist the transit system manager.

TRANSPORTATION DEVELOPMENT PROGRAM -	A local programming document designed to identify volume and schedule existing or expected transportation needs the capital and operating costs associated with these needs; the funding sources available to meet these needs; and the general service design to satisfy these needs in the most effective manner.
TRIP -	A one-way movement of a person or vehicle between two points for a specific purpose.
TRIP GENERATOR -	A high traffic area (e.g., hospital, downtown, shopping mall) which requires frequent bus service.
TRIP PURPOSE -	The reason for making a trip (e.g., work, school, medical).
URBANIZED AREA -	Consists of a central city or cities of 50,000 or more, and surrounding closely settled territory, as delineated by the Bureau of the Census, U.S. Department of Commerce.
VEHICLE MILES -	The total number of miles traveled by transit vehicles in a given period of time.
VEHICLE OCCUPANCY -	The number of persons aboard a vehicle at a given time.
WHEELBASE -	The distance between the centerlines of the front and rear axles or, if tandem, the distance from the centerline of the front axle to a point midway between the two rear axles.
WHEELCHAIR LIFT -	Device which lifts a wheelchair user from ground level to the level of the vehicle floor so that the user can wheel onto the vehicle. See Active Wheelchair Lift and Passive Wheelchair Lift.
WHEELCHAIR RAMP -	Available with steps, cleats, runners, and plain surfaces, this device can be portable or permanently mounted on vehicles to enable passengers in wheelchairs to enter the vehicle.
WHEELCHAIR SECUREMENT -	Device which holds a wheelchair, and sometimes its occupant, in place within a vehicle. Also known as a wheelchair restraint or tie down. There are two principal types of wheelchair securement devices - wheel locks lock one or both rear wheelchair wheels in place. With tie downs, a belt or bar attaches to the wheelchair and connects to the floor or wall of a vehicle by means of a track system or mounts.

ZONE -

A portion of the service area. Demand-response buses operate within the zone and transfer passengers at the boundaries.

SOURCES:

"Guide to Public Transportation Terms and Definitions"; Leigh, Scott and Clearly, Inc; January, 1981.

"Section 18 1987 Instruction Guide"; Arizona Department of Transportation, Transportation Planning Division; 1987.

"U.S. Department of Transportation Section 18 Nonurbanized Area Public Transportation Program, Part I-Guideline"; New Mexico State Highway Department, Planning Division; June, 1980.

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