

RESOLUTION APPROVING CONTRACT RENEWAL OPTION WITH MV TRANSPORTATION, INC. FOR THE OPERATION OF THE ASHTABULA COUNTY TRANSPORTATION SYSTEM FOR 2023

WHEREAS, Patrick Arcaro, Director of the Ashtabula County Department of Job and Family Services, has presented and recommended a contract renewal option with MV Transportation, Inc. to be approved by the Board, to-wit:

Scope of Contract: To provide transportation services to the general public of Ashtabula County, including limited services to points out of the county for the operation of the Ashtabula County Transportation System (ACTS).

Provider: MV Transportation, Inc., 2024 College St., Elk Horn, IA 51531

Cost: **Not to Exceed, \$1,352,724.00**

Contract Period: January 1, 2023 thru December 31, 2023; and

WHEREAS, this Board of Commissioners concurs with this recommendation; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Contract Renewal Option with MV Transportation, Inc. is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2022-540

December 20, 2022

**RESOLUTION APPROVING CONTRACT RENEWAL OPTION WITH MV
TRANSPORTATION, INC. FOR THE OPERATION OF THE ASHTABULA COUNTY
TRANSPORTATION SYSTEM FOR 2023**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

2023 CONTRACT RENEWAL

ASHTABULA COUNTY TRANSPORTATION SYSTEM

This Contract renewal executed this 20th Day of December by and between the **Board of Ashtabula County Commissioners** (hereinafter referred to as the Grantee) and **MV Transportation, Inc.** (Hereinafter referred to as the Service Provider), witness to:

WHEREAS, the Grantee has made application by and between the State of Ohio, acting by and through the Ohio Department of Transportation (ODOT) for operating assistance under the 49 U.S.C. Section 5311, and the Ohio Public Transportation Grant Program, and has entered into a contract with the Ohio Department of Transportation (ODOT) for such operating assistance and the Grantee has appointed Ashtabula County Job & Family Services (ACJFS) as the Program Administrator (herein after referred to as Administrator).

WHEREAS the goals of the 49 U.S.C. Section 5311 are to enhance the access of people in non-urbanized areas for purposes such as health care, shopping, education, recreation, public services, and employment by encouraging the maintenance, development, improvement and use of passenger transportation systems, and

WHEREAS, the Grantee has agreed by resolution to subcontract with the Service Provider to carry out the provisions of the Project in accordance with 49 U.S.C. Section 5311, including the Federal Transit Administration(FTA)Master Agreement which is incorporated by reference as if fully set forth herein and is available at <http://www.fta.dot.gov/documents/19-master.pdf>.

NOW, THEREFORE, in consideration of the mutual covenants, promises, representation, and warranties set forth herein and together with the Request for Proposal (RFP) and the Service Provider's Proposal submitted September 18, 2018, the parties agree as follows:

SECTION 1. PURPOSE OF CONTRACT. The purpose of this Contract is to provide for the direct operation and management of transportation services to the general public in Ashtabula County, including limited service to points out of the county as described in the proposal, incorporated herewith by reference, (hereinafter referred to as the Project) submitted by the Service Provider and to state the terms, conditions, and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed; further; this agreement incorporates the entire proposal received from Service Provider on September 18, 2018 as a result of the Request for Proposal (RFP) released by Ashtabula County on August 14, 2018; and to include all Federal, State and local rules and regulations as outlined in the RFP and attached to this agreement.

SECTION 2. TYPE OF CONTRACT. This contract will be a fixed rate contract and compensation there under will be in accordance with Section 10. COMPENSATION.

SECTION 3. PROJECT IMPLEMENTATION. The Service Provider agrees to undertake and complete the Project either directly or indirectly under the supervision of the Grantee in accordance with the terms and conditions of this Contract.

SECTION 4. PROJECT DURATION. The Service Provider will commence and carry on the project beginning 1/1/2023 and ending 12/31/2023 as authorized by ODOT and FTA and in accordance with the standards and guidelines established by the Grantee.

SECTION 5. PROJECT HOURS. The Ashtabula County Transportation System (ACTS) operates Monday through Saturday, between the hours of 7:00 a.m. and 5:00 p.m. and could be subject to change. Project hours will be defined as the time the vehicle is in use or reserved for use by the ACTS. Any other use will result in penalties to the Service Provider. Compensation for extended hours is outlined in Section 12.

SECTION 6. BEFORE AND AFTER BUSINESS HOURS COVERAGE. The Service Provider will assign sufficient staff to cover incoming telephone calls when the system is in operation. This person must be able to effectively receive calls, schedule rides, route trips, and take cancellations.

The service provider will be responsible for receiving calls from the public between 7:00 am and 5:00 pm which is during ACTS' regular operating hours and during such times as additional service is added. Operating hours are subject to change by the Administrator.

SECTION 7. LEVEL OF FUNDING. The amount of Grant Funds is contingent on local, state, and federal funding. If federal, state, and local sources of funding are not available in the requested levels, and alternative sources of funding are not obtained, the contract will be terminated, and the Grantee held harmless.

SECTION 8. ELIGIBLE PROJECT EXPENDITURES. Project expenditures eligible for reimbursement under this Contract are only for those expenditures which are eligible for 49 U.S.C. Section 5311 reimbursement and are further identified in the Service Provider's Project budget submitted September 18, 2018. The Service Provider affirms that no changes will be made to the budget item without the consent of the Administrator. Such changes may result in an overpayment which the Service Provider will be required to repay.

SECTION 9. START-UP COSTS. The Service Provider will be advised that start-up costs incurred because of proposing on this Project are allowable expenses only if incorporated into the Base Unit Rate and identified within the budget.

SECTION 10. COMPENSATION. Payment will be made monthly upon presentation of a statement (invoice) by the Service Provider to the Administrator. All statements will be accompanied by an accounting of riders, trip denials, fare-box totals, the number of miles, and hours each vehicle was used during the period for which payment is requested and submitted to the Administrator for signature and submission to ODOT.

An agreed upon adjustment has been made to the total amount compensated for the period of January 1, 2023 through December 31, 2023 to include an increase of \$39,667.00. These additional funds will be used exclusively for Wages, Indirect Costs and a Fuel Credit as outlined in the attached spreadsheet. (Exhibit 1). The total amount compensated for 2023 will not exceed \$1,352,724.00

SECTION 11. BASE UNIT RATE. The base unit rate for 2023 will be \$66.31 per vehicle hour for 20,400 hours for the period of January 1, 2023 through December 31, 2023.

This rate includes the tax for fuel. The Service Provider, who has been compensated through the unit rate, will therefore submit fuel invoices to the Administrator by the 7th of the month following the month of service. The amount of the rebate will be credited to ACTS. The fuel tax rebate program is described in SECTION 15.

SECTION 12. EXTENDED UNIT RATE. This rate was established with the proposal and will be used when the base hours have been exceeded, and funds become available. The extended hourly rate for the period January 1, 2023 through December 31, 2023 will be \$52.32.

The Service Provider and the ACTS Administrator will meet every October to determine the total amount of hours that have been expended from January 1 to the meeting date. The purpose of this meeting will be to determine if the Service Provider will exceed the yearly service hour cap. If the cap will be exceeded, the ACTS Administrator and the Service Provider will mutually agree upon the total projected overage for the remainder of the year that will be operated at the extended hour rate. If a total extended hour amount cannot be mutually agreed upon, the Service Provider shall not be required to provide services without compensation. The cost of any Base Hours exceeded without the consent of the Administrator, will be the responsibility of the Service Provider.

SECTION 13. ADJUSTMENTS TO REIMBURSEMENT. Monthly invoices from the Service Provider will be paid at the Base Unit rate for the first 20,400 vehicle hours. Vehicle hours more than 20,400 will be paid at the Extended Hourly Rate provided funding is available. If funding for extended hours is not available, hours more than 20,400 will be the responsibility of the Provider.

SECTION 14. FUEL TIME. All vehicles may be fueled at any time there are not any passengers on the vehicle. All fuel receipts for the project must be kept separately for each vehicle.

SECTION 15. FUEL TAX REBATE. ACTS participates in the Fuel Tax Rebate Program. The Service Provider is reimbursed for the taxes paid through the unit rate. The rebates for this program remain with the Grantee. Forms and procedures have been developed for the Ohio Tax Rebate Program and are part of the reporting requirement.

SECTION 16. FARE BOX RECEIPTS.

DEMAND RESPONSE DIVISION: Fare box cash receipts collected by the Service Provider will be retained by the Service Provider for service rendered through the Demand/Response Division and deducted from the monthly invoice. Service Provider must provide original bank deposit receipts to verify actual deposit amounts. Donations and any other receipts can also be deducted from the monthly invoice however they must be recorded and identified properly as such. Times and method will be determined by the Administrator in conjunction with the Service Provider.

SERVICE ROUTE DIVISION: Locked fare boxes from the Service Route Division will be retained by the Service Provider and deducted from the monthly invoice. Service Provider must provide original bank deposit receipts to verify actual deposit amounts.

SECTION 17. PROVIDER INVOICING. The Service Provider will submit properly documented invoices as set forth in 49 U.S.C. Section 5311 by the 7th of the following month of service, and in a format approved by the Administrator. Every effort must be made to continue the established format for invoicing. After reviewing and verifying the invoices, the Administrator will process said invoices and send them to the Ashtabula County Auditor's Office for payment. Neither the Grantee nor its Agent will be penalized for delays that are beyond its control. Adjustments to the account that are made by the Administrator based upon the Administrator's quarterly monitoring will be collected by the payment of the fourth quarter.

SECTION 18. ACCOUNTING RECORDS. The Service Provider will establish and maintain, in accordance with requirements established by ACTS, ODOT, and FTA separate accounts for the Project, to be known as the "ACTS Project Account, unless other arrangements are made and mutually agreed upon between the Administrator and the Service Provider.

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

Maintenance Account will be maintained, and reports will be generated for Capital Reimbursement.

All accounting records will be retained for three (3) years following the final audit which incorporates the entire Project.

SECTION 19. FINANCIAL STATEMENTS. A semiannual financial statement will be given to the Administrator by August 31, 2023 for the period January 1, 2023 through June 30, 2023, and by March 31, 2024 for the period January 1, 2023 through December 31, 2023. The financial review must segregate and itemize in detail all activity for the project account from the Service Provider's other records. In addition, the Service Provider will submit to the Administrator at such times as it may require such financial statements, records and other fiscal documents as may be deemed necessary by the Grantee, ODOT, or FTA.

SECTION 20. AUDIT.

The service provider agrees that Grantee, ODOT and FTA will be permitted to inspect all work, materials, payrolls and other data and records regarding the project, and to audit the books, records, and accounts about the project. The service provider further agrees to allow Grantee to participate in the management of the Project, including, but not limited to, the hiring and appointment of project personnel. Any overpayment to the service provider as may be determined by an audit must be refunded to the Grantee, ODOT, and the FTA.

SECTION 21. PROJECT MONITORING AND EVALUATION DATA. The Service Provider will provide all operating data for monitoring and evaluation of the Project as outlined in Section 24. In addition, the Service Provider will provide any cost and revenue data requested by the Grantee, ODOT, or the FTA.

Additional monitoring will focus on:

- Unmet trip needs/trip denials as defined by ODOT (defined as rides rescheduled further than one hour prior to or after requested time)-submitted monthly on forms provided by the Administrator.
- Increase the number of trips per hour-monitored monthly
- Report any changes in staff -submitted monthly on forms provided by the Administrator
- Timeliness of submitting report data
- General Manager is on site no less than 40 hours per week

SECTION 22. CHANGES IN PROJECT SCOPE OR BUDGET. Any change to the Projects' scope of service or budget as described in the Grantee's Project filed with, and approved by, ODOT and FTA must receive prior approval from the Grantee, ODOT, and FTA before changes can become effective, and failure to obtain prior approval of such changes may result in ineligibility of certain costs for reimbursement. The Service Provider must submit a request for changes to the Projects' scope of service or budget as described in the proposal application that was submitted September 18, 2018.

The Service Provider agrees that all positions and costs are necessary for the safe and effective operation of ACTS and as such will be filled throughout the life of the agreement. If the Service Provider finds another way to provide the same level of service with less staff and chooses to eliminate a position or takes more than six (6) weeks to fill a vacant position, a credit in the amount equal to the number of hours the position was vacant for that month multiplied by the hourly rate for that position will be deducted from the monthly invoice until the position is filled.

The Administrator will be notified immediately in writing if a position is eliminated, or a position becomes vacant.

The Administrator will monitor and evaluate all Project costs and financial statements to ensure the actual costs are comparable to the estimated costs submitted with the Project budget.

As stated during the proposal process, the differences between the salary costs estimate and actual salary costs and the difference between the insurance costs estimate and actual insurance costs will be refunded to the Grantee before the final Project invoice is submitted to ODOT. Please refer to Section 64.

SECTION 23. ACCESS TO RECORDS. The Grantee, ACTS Administrator, ODOT, FTA or their designee(s) will have access at any time, during operating hours, to the books, records, and accounts of the Service Provider. The Service Provider agrees to preserve and make available, for a period of three (3) years after the final audit, all financial, operations, administrative and maintenance records pertaining to the Project.

SECTION 24. INVOICING & RECORDS

- The service provider will be required to supply data that will be incorporated into the various reports required by the funding source of this project and will also serve to substantiate the monthly invoice. Various data must be provided monthly in a Microsoft Excel spreadsheet approved by the Administrator. This includes unmet trip needs/trip denials, as defined by ODOT (defined as rides rescheduled further than one hour prior to or after requested time), cancellations and no shows.

Data must be submitted to Administrator by the established deadlines listed below. A fine of \$10.00 per day may be charged for delinquent data.

INVOICING Monthly invoices for purchased transportation due by the 7th of the month following the month of service along with the following supporting documentation:

- Purchase of Transportation Invoice with a breakdown of deviated service route hours and demand response hours.
- Detailed log of Revenue Hours and Service Hours by date range indicating the number of hours operated.
- Mileage records—separate reports indicating for both Route A and Route B City Routes, Vehicle Number and miles traveled.
- Dial-A-Ride—report of service miles and revenue miles.
- Report of drivers' logs of monthly fixed route passenger count upon request
- Monthly vehicle odometer readings
- Service Route Deviation Report
- Provider Deposit Report
- Daily Roster in a Microsoft Excel spreadsheet that includes the total number of DAR passengers for the month, the payment code to reflect the type of trip, and the amount of each fare.
- Ticket and Pass Sales Log
- Fuel tax receipts due by the 7th of the month following the month of service.
- Drug and Alcohol Data due 1st, 2nd, 3rd, 4th quarters by 10th of the month following the end of the quarter.

- Written summary of accidents and road calls (breakdowns) due by the 7th of the month following the month of service.
- Detailed listing of maintenance expenses paid online item 504.99 of the Capital Maintenance report due by the 7th of the month following the month of service.
- Written notice of deadlines for miscellaneous report data will be sent 15 days prior to the date required.
- Various other reports as needed requested by the Administrator or ODOT.

RECORDS The service provider will be responsible for meeting all requirements as specified in the contract including, but not limited to, employee standards and training, vehicle safety, on-time performance, reporting, billing, insurance coverage, Americans with Disabilities Act (ADA), blood-borne pathogens, securing wheelchairs, defensive driving, first aide, CPR, passenger assistance, and drug and alcohol testing compliance. The service provider must comply with all Ashtabula County Transportations System’s policies and procedures, including the Federal Transit Authority (FTA), the Ohio Department of Transportation (ODOT), the Ohio Division on DD and Ohio Medicaid Transportation.

The service provider must have a safety policy, customer service policy, personnel policy, drug & alcohol policy, and substance abuse policy, fitness for duty policy, and driver’s handbook. The Service Provider will have a System Security and Emergency Preparedness Plan (SSEPP) in place and be willing to coordinate this plan with Ashtabula County’s Emergency Management Agency.

The service provider also uses a Serious Priority Event Notification System in the event of a major incident/accident. The ACTS Administrator will be added to the list of contacts to notify.

Ashtabula County maintains a “Person’s with Special Needs” (PSN) Registry. In the event of a major disaster, this agency, along with the local Health Department, Emergency Medical Services, public schools, and the American Red Cross will strive to provide special medical sheltering and/ or transportation to a shelter.

If a major disaster does occur, this would be subject to negotiation with the service provider after the award of a contract and would have no impact on the normal transportation performance measures. However, should the county’s vehicles be used by the Emergency Management Agency for an emergency, the service provider’s revenue hours may or may not be affected.

DRUG & ALCOHOL RECORDS The Service Provider will maintain all Drug and Alcohol Testing results, procedures, and methods, as specified by the Drug and Alcohol regulations 49 CFR Part 655, as amended, 49 CFR Part 40, as amended, and 49 CFR Part 29, as amended.

The period for employee record retention will be five years for a positive test and up to three years after the final project audit, for a negative test. Equipment calibration documentation will be retained for three years beyond the positive test obtained on that equipment. Records related to the collection process, include:

- Collection of logbooks (if used); documents relating to random selection process; EBT equipment calibration documentation; documentation of BAT training; documents generated about decisions to administer reasonable suspicion and post-accident tests; and documents verifying existence of a medical explanation of an employee’s inability to provide adequate breath for testing.
- Records related to test results, to the refusal of any covered employee to submit to a required alcohol test and to an employee dispute over the result of an alcohol test.
- Records related to other violations of the Drug and Alcohol rules.
- Records related to evaluations and return to duty.
- Records related to education and training.
- It is reasonable to conclude that the employer will retain all records that document the need to

conduct a reasonable test.

- If the contract with Service Provider is terminated or not renewed all Drug and Alcohol reports must be returned to the Administrator. Actual records of such tests will belong to the Service Provider.

SECTION 25. REQUIRED INSURANCE COVERAGE.

- A. The Service Provider will purchase and maintain throughout the Project a comprehensive policy of insurance upon every type of vehicle (s) including all spare vehicles, leased vehicles and vehicles supplied and owned by the Grantee used in the operation of the Project. Said policy will include liability insurance on all vehicles with a minimum of \$5,000,000 Combined Single Limit for both Bodily Injury and Property Damage per accident. Said policy will include vehicle physical damage coverage (Comprehensive/Theft and Collision) only on vehicles owned and titled to the Service Provider. Said policy will protect the Service Provider, Grantee, US Department of Transportation (US DOT), ODOT, and the FTA from claims for damages to property and bodily injury, including death, which may arise from or about operation of the Project Equipment by the Service Provider or by anyone directly or indirectly associated with the Service Provider. Any deductibles on said policies will be paid by the Service Provider. Said insurance company must be authorized to do business in the State of Ohio

VEHICLE TOTAL LOSS – The Grantee shall provide vehicle physical damage coverage (Comprehensive and Collision) on the vehicles owned and titled to the Grantee to include such perils as fire; lightning; explosion; theft; windstorm; hail; earthquake; flood; mischief; vandalism; and overturn or collision with another object. The most the Grantee will pay for any one loss is the actual cash value of the damaged or stolen property as of the date of the loss.

- B. The Service Provider will name the Ashtabula Board of County Commissioners, Ashtabula County Job & Family Services (ACJFS) and Ashtabula City et al as additionally insured.
- C. The Service Provider will provide for notification by its insurance company to the Administrator of any change in coverage within twenty-four (24) hours and will include prior notice of proposed changes by the insurance company or the Service Provider.
- D. Each insurance policy will contain the following clause:

"It is agreed that these policies will not be canceled, nor the coverage reduced until thirty (30) days after the Grantee, ACDJFS, and others additionally named have been notified in writing of such changes, reductions, or cancellations."

- E. If the Project Equipment is to be in an area identified by the Secretary of the United States Department of Housing and Urban Development as an area having special flood hazards, and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, 42 U.S.C. SS 4011 et. Seq., the Service Provider will purchase flood insurance upon the Project equipment in an amount not less than eighty percent of its Fair Market Value.

SECTION 26. FACILITY LOCATION. Service Provider will operate its vehicles, appropriate maintenance, scheduling, routing, and dispatching services, from the Operations Center located at 425 West 24th Street, Ashtabula, Ohio. The vehicles and Operations Center are available to the Service Provider at minimal or no cost.

The Operations Center remains the property of Ashtabula City. At no time, will the Service Provider use this facility for any purpose other than maintenance of vehicles and offices for the operation of ACTS. The Service Provider will not operate any private business from this facility without the prior written consent of the Grantee and the Administrator.

Penalties will be assessed if these requirements are not adhered to. They can range from monetary fines up to and including termination of the contract.

If, at any time during 2023, the City of Ashtabula facility lease becomes unavailable, the Service Provider will be given the opportunity to recalculate the budget and reimbursement to include the cost of renting/leasing a facility and the associated necessary utilities.

SECTION 27. PROJECT EQUIPMENT. In addition to the vehicles, the Grantee will provide telephone service and limited Internet access, and some office equipment. Additional Internet lines will be at Provider's expense. The Grantee owned vehicles will be leased to the Service Provider for \$1.00 per vehicle, per year as listed in SCHEDULE I, as amended. All equipment remains the property of the Grantee and will only be used on the Project, except for the equipment outlined in Schedule III.

SECTION 28. USE OF GRANTEE EQUIPMENT AND FACILITIES. Vehicles, office equipment, or facilities owned by the Service Provider or by the Grantee and made available for the Project, will be used by the Service Provider only for the implementation of the Project during project hours and will be maintained at a high level of safety, cleanliness, and mechanical soundness. The Service Provider will permit the Grantee to inspect all vehicles, equipment, and facilities for the Project. Specific use and maintenance of vehicles, equipment, and facilities will be covered by a separate lease agreement which will include a listing of the items to be supplied to the Service Provider, as well as insurance and maintenance and repair of vehicles to be supplied or done by the Service Provider. This separate lease agreement signed by the Grantee and the Service Provider will be considered as part of this document.

SECTION 29. VEHICLES. The Service Provider must supply all fuel, lubricants, and related operating materials necessary to the operations and maintenance of the vehicles. Those vehicles used on this project will be identified and available during project hours. For the life of the contract, the vehicles supplied by the Service Provider, will be considered available for up to 100% of the month. The vehicles supplied by the Grantee will only be used on this project. Lease and insurance charges to ACTS represent 100% usage of all vehicles. The Equipment Lease Agreement Page 1, item 4

a – d addresses all Service Provider vehicle requirements.

A. No vehicle supplied by the Service Provider will be older than six (6) years or have more than 150,000 miles, whichever comes first, or any age and 200,000 miles. If the vehicle is in exceptional shape, these requirements may be waived at the discretion of the Grantee or his designate.

B. ~~The Service Provider will, either through direct ownership, or contract with another agency, furnish~~ six (6) vehicles with a minimum capacity of 14 passengers plus the driver as part of the standard vehicle fleet, but will have available additional vehicles to be part of a vehicle pool. Use of those vehicles will be compensated at the regular vehicle hourly rate.

a. C. The Grantee will provide nine (9) vehicles. These must be available during all hours of operation.

D. **SPARE VEHICLES:** The Service Provider must furnish sufficient spare vehicles to cover the hours of operation including lift equipped vehicles. The spare for the Light Transit Vehicles should have sufficient seating to handle the usual number of passengers. If two vehicles are required to meet demand, then the Service Provider will deploy the second vehicle without getting additional compensation, e.g., if two passenger vans are needed to replace one LTV, only one vehicle hour can be charged. Furthermore, only one vehicle charge will be accepted by the Administrator should the vehicle be out of service due to routine maintenance. This vehicle must meet ADA requirements. There will also be jump seats installed at the wheelchair position.

E. All vehicles will have the following. (Note, this list is the minimum number of items required, more items may be included per the Service Provider's policy but will not be counted in the proposal evaluation):

1. First Aid Kit
2. Blankets
3. Fire extinguishers (with up-to-date annual inspection tag)
4. Flashlight and batteries
5. Functioning two-way radios or other two-way communication equipment. The Service Provider is responsible for all maintenance and repairs of the equipment.
6. Written Emergency Procedures posted in a conspicuous area. They will include:
 - a. Exits - evacuation routes
 - b. Guidelines to follow if the driver is unable to operate the vehicle.
7. All vehicles will have "No Smoking" signs posted in clear view. Smoking is not permitted by anyone at any time in any vehicle either leased to the Service Provider by the Grantee or supplied by the Service Provider.
8. Flares or reflectors, and a set of safety triangles
9. Automatic Step or Step stools, wide base only (where appropriate for the vehicle)
10. Passenger assist stanchions (grab bars) where appropriate for the vehicle
11. Blood-Borne Pathogen Procedures Kits.
12. Seat belt cutters

~~F. In addition, the lift equipped vehicles will conform to the current ADA of 1990 and Section 504 of the Rehabilitation Act of 1973, regulations as amended:~~

- ~~1. Wheelchair occupant restraint system/all tie downs must be of the same make and model~~
- ~~2. Wheelchair restraint system/all tie down straps must be of same make and model.~~
- ~~3. Jump seats for each wheelchair position~~

- 4. Accessibility symbol
- G. Magnetic Signs will be furnished by the Grantee and are to be displayed on all vehicles supplied by the Service Provider.
- H. Vehicles are to be located throughout the county as scheduled.
- I. Local presence for operations will be maintained during the life of the contract.

SECTION 30. INSPECTION OF VEHICLES FACILITIES AND EQUIPMENT. The lease agreements governing the use of the vehicles, facilities and equipment are incorporated into the contract and are binding upon the Service Provider. The Service Provider will permit the Grantee, ODOT, and FTA or their agents to inspect all vehicles, facilities and equipment purchased by the Grantee, or used in the execution of the grant. This will include those items obtained through the Project Grants and the vehicles, facilities and equipment supplied by the Service Provider in order that transportation services may be provided. All relevant Project data and records will be made available. The Service Provider further agrees that the Grantee will be permitted to inspect all work, materials, payrolls and other data and records regarding the Project. Copies of Maintenance audits completed by the Service Provider and forwarded to the Administrator will be kept and made available to the Grantee, Administrator or ODOT staff at all times.

SECTION 31. MAINTENANCE. The Service Provider must guarantee that all vehicles used will be maintained in a reliable and safe condition throughout the life of the contract and further understands that the cost of repairs is the responsibility of the Service Provider as set forth in the separate Equipment Lease Agreement between Grantee and Service Provider.

- A. The Administrator or its agent has the right to inspect the vehicle at any time and to require the Service Provider to affect any repairs or corrections deemed necessary within a period worked out between them. Financial sanctions for failure to make such repairs may be applied by the Administrator.
- B. The Grantee, through the Administrator, reserves the right to take unsafe vehicles out of operation until measures have been taken to correct the condition deemed to be unsafe. The Service Provider has the right to appeal the Administrator's decision within three (3) days of the action.
- C. The Service Provider must conduct routine safety inspections. Records of safety inspections for the past six months will always be available.
- D. The Service Provider must complete an annual safety inspection through the Ohio State Highway Patrol Safety Inspection Unit and a certified mechanic. The Service Provider must provide documentation to the Administrator within 10 days after completion.
- E. The Service Provider must report its vehicle maintenance schedule to the Administrator.
- F. All vehicles must be cleaned inside and out daily or more often, as appropriate.

SECTION 32. TWO-WAY COMMUNICATION. The Service Provider must provide the means to have two-way communication between the vehicles and the dispatcher. The range must cover Ashtabula County. ~~Maintenance and repairs of the communication system will be the responsibility of the Service Provider.~~

SECTION 33. PROJECT MANAGEMENT. The Service Provider additionally agrees to allow the Grantee to participate in the management of the Project, including, but not limited to the placement of computers for recording vehicle maintenance and scheduling of service, and the training of appropriate personnel for the use of any

equipment.

SECTION 34. ON-TIME SERVICE.

Demand Response Division:

The Service Provider must arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. The on-time performance standard for a system with a 30-minute window is a minimum of 95%. The Service Provider will provide the Administrator an on-time report upon request.

Any questions regarding a pickup must be verified with the dispatcher while the driver is at the pickup site.

The consequence of errors on the part of the Service Provider resulting in passengers being missed will be that the Administrator will not pay for the vehicle time it takes to pick up and deliver the passenger. The Service Provider will provide the Administrator a missed passenger report upon request.

Service Route with Point Deviation:

The vehicle is not to leave a designated stop before the time listed on the route map.

All problems must be reported to the dispatcher and the General Manager. Incident reports are to be filed with the Administrator within 24 hours of the incident.

SECTION 35. INCLEMENT WEATHER PLAN. The Service Provider is responsible for having a plan to provide service during inclement weather. The Administrator will be involved and must be notified if cancellation or limited service is recommended by the Service Provider due to the weather.

SECTION 36. DELAYS. The Service Provider will not be charged, nor will damages be imposed because of failure in providing the services indicated in this contract due to unforeseeable causes beyond the control and without the fault or negligence of Service Provider or his employees. Such causes of excusable delay may include: acts of public enemy, fires, floods, snowstorms, epidemic, quarantine, restrictions, strikes, freight embargoes, and public road closures, but, in every case the delay is excusable only for so long as, and to the extent, that the excusable delay continues. Service Provider will be entitled to no compensation for any service the performance of which is excused pursuant to this paragraph.

SECTION 37. AMERICANS WITH DISABILITIES ACT. The Service Provider must provide transportation services in accordance with the ADA Title 49 CFR parts 27, 37, and 38 as amended. Therefore, unless transportation services are to be canceled because of weather for all passengers, transportation of the Elderly and Disabled will not be delayed. Transportation will be provided if the route is accessible.

SECTION 38. OPERATIONS MANUAL. The Service Provider will maintain an updated Operations Manual to insure uniform standards in driver and passenger rights and responsibilities. The Operations Manual will be available at any time for the Administrator to review.

SECTION 39. INCIDENTS. The Service Provider will be required to furnish a written report to the Administrator regarding incidents, breakdowns, and unusual occurrences on the vehicles or while doing business within 24 hours of the event.

A. An incident is defined as:

1. Vehicle breaks downs when passengers are on the vehicle.
2. An event which affects schedules.
3. Accidents/collisions loaded or not loaded.

4. Reports against the Service Provider, staff, or passenger.
 5. Any unusual occurrence relating to ACTS (ex: passenger behavior problems, unusual situations).
- B. In case of an incident involving an accident/collision or an injury, the Administrator will be notified as soon as possible. Accident procedures are detailed in the Policy Manual.

SECTION 40. ROUTING AND SCHEDULING. Scheduling of service, calling and confirming pick up times, will be done by the Service Provider. Local and toll-free telephone lines used exclusively for arranging transportation service will be provided by the Administrator. Routing and scheduling will be done from 8:00 a.m. to 4:30 p.m., Monday through Friday, & 9:30 am to 4:30 pm on Saturdays and whenever service is provided. The routing and scheduling software used by the Service Provider must be approved by the Grantee, The Administrator, and ODOT.

The Service Provider will be responsible for paying for internal company long distance business phone calls. These charges will be identified on the phone bill and invoiced back to the Service Provider by the Administrator. The Service Provider will receive the invoice and a copy of all such related charges by the 15th day of the following month.

SECTION 41. PERSONNEL. A sufficient number of staff will be hired by the Service Provider to fill a variety of positions.

Service Provider will provide verification upon request of compliance regarding background investigations, including both Bureau of Criminal Identification and Investigation (BCII) and Federal Bureau of Investigation (FBI) of all personnel. All background investigations must comply with Ohio Administrative Code 3701-60.

No safety-sensitive employee will be considered Grandfathered in for purposes of Drug and Alcohol Policy requirements. This holds true for every proposal cycle unless that individual was tested within one month of the start of the new proposal year. Nothing in this paragraph will be construed to mean that ACTS forgives past negative tests and lets the employee begin anew with the new proposal year. The Service Provider must offer Hepatitis B vaccinations at no charge to personnel. Staff must sign off that the offer was made.

The Service Provider will include a roster of personnel along with written verification of these elements as applicable (copies to be sent to Administrator) and as new employees are hired. An updated roster of personnel must be submitted to Administrator as changes occur within ten days.

SECTION 42. PROFESSIONAL DRIVERS.

The service provider will be required to employ a sufficient number of qualified drivers to operate the vehicles and provide the services described in this RFP. The Provider must also comply with federal labor work rules. Drivers ~~must wear uniform shirts that identify them as ACTS transit drivers. All drivers will be neatly and cleanly dressed~~ and will maintain a courteous and cooperative attitude when in contact with the public. All drivers must be at least 21 years old and properly licensed in the State of Ohio to provide public transportation services. In addition, drivers who will be operating vehicles seating more than fifteen (15) passengers (including the driver) or weighing more than 26,001 pounds must possess a valid Commercial Driver's License (CDL) and meet all CDL requirements. A

written record from the Ohio Bureau of Motor Vehicles must be submitted for each driver and a BCII and FBI background check. Drivers who do not meet the following minimum criteria may not participate in the project:

- No more than two (2) moving violations (personal or professional) in the past three (3) years.
- If the driver's license has been suspended, he/she must have two (2) full subsequent years with no moving violations, and
- Drivers must successfully pass a drug and alcohol test.
- All drivers shall have no more than one (1) at-fault accident (personal or professional) with citation issued in the last (3) years.
- All drivers shall have no convictions for driving under the influence of alcohol or drugs or driving while impaired in the past seven (7) years.
- All drivers shall have no convictions for reckless driving within the past four (4) years.
- All drivers shall have no convictions for leaving the scene of an accident in the past four (4) years.
- All drivers shall refrain from eating, drinking or the use of tobacco products of any kind while driving.
- All drivers shall comply with all applicable laws and policies regarding the use of personal cellular, texting, or mobile phones or other personal telecommunications devices while driving.
- All drivers shall have the capability to speak, read, write, and understand English.
- All drivers shall have a good knowledge of the entire service area to answer customer questions and efficiently and effectively provide scheduled service.

All drivers must always maintain a valid driver's license and US DOT medical exam in the State of Ohio for the type of vehicle they drive in the transit service.

The service provider must obtain and provide to Grantee a recent certified abstract of all applicants' records of convictions for violations of motor vehicle laws provided by the Registrar of Motor Vehicles pursuant to Section 4509.05 of the Ohio Revised Code or its equivalent, if the applicant is a resident of another state. The maximum number of points a driver may have on his or her abstract is five (5).

The service provider must conduct and provide to the Grantee a criminal records background check through the Bureau of Criminal Identification and Investigation (BCII) and the Federal Bureau of Investigation (FBI) for all applicants or employees. Third party companies that do criminal background checks are not permitted.

Before hiring an applicant for employment, a service provider must obtain a valid copy of a signed statement from a licensed physician acting within the scope of the physician's practice declaring that the applicant does not have a medical condition or physical condition, including vision impairment that cannot be corrected, that could interfere with safe driving, passenger assistance, and emergency treatment activity or could jeopardize the health and welfare of a client or the general public.

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

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

- **Personnel Policies**
- Operations Manual
- Customer Service Policy
- Safety Policy
- Substance Abuse Policy

All drivers must receive or have received the following training prior to operating a vehicle:

- Sensitivity training (including Passenger Assistance Techniques Training),
- Defensive Driving (including behind the wheel practice),
- System Security & Emergency Preparedness Plan Training (SSEPP),
- Limited English Proficiency Procedures,
- Blood-borne Pathogens,
- Securing Wheelchair Training
- First Aide Training
- CPR

Trainers for the required training must have a certificate of completion from a state or nationally recognized organization. All drivers should participate in regular staff meetings or safety meetings throughout the year to maintain their skills and to learn additional information. Other types of training are encouraged including Defensive Driving.

Prior to operating a vehicle, drivers must receive the following training: One (1) hour of Drug & Alcohol training. Drivers will receive annual refresher courses as set by ODOT or Grantee.

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

SECTION 43. ABILITY TO OPERATE A VEHICLE.

Drivers will be evaluated by the provider or his designate prior to and after the operation of a vehicle to determine his/her ability to operate the vehicle. This will occur for each shift or after breaks of four hours. Drivers found to be unable to work will not be permitted to drive. The service provider must have a policy/procedure in place ensuring compliance with the requirements of the ACTS project, and the ability to request a physician statement at any time verifying the driver is physically capable of performing his/her job.

A driver will not be permitted to drive until the reason has been eliminated. Where drugs or alcohol is suspected, the Alcohol and Drug testing procedures will be followed.

Reasons for not allowing the driver to operate the vehicle will include but not be limited to the following:

1. Physical or mental illness that would prohibit the ability to operate a vehicle safely.
A fitness for duty physical may be required at any time conditions warrant it.
2. Intoxication,
3. Dizziness,
4. chest pains,
5. under the influence of drugs of any kind,
6. an attitude which is nonprofessional, and/or
7. out of uniform

SECTION 44. WORK SHIFT. Drivers will not be permitted to operate a vehicle more than nine (9) hours including "light" times, i.e., times when no passenger is in the vehicle and the driver is operating a revenue vehicle.

SECTION 45. UNIFORMS. A uniform is required of the drivers and will be the responsibility of the Service Provider. If there is a lag time between ordering the uniform and the driver working, the driver must wear black pants and a white shirt, a black jacket, and dark shoes. If this is not followed, the Service Provider will be fined.

1. White Dress Shirt

2. Black Pants or uniform shorts
3. Dark Shoes or Boots (tennis shoes are not permitted)
4. Photo ID's badge showing MV Transportation logo
5. Red Jackets and red sweaters
6. Black Hats with ACTS logo (sweatshirts with hoods are not permitted)

SECTION 46. RESERVATIONISTS (SCHEDULER/ROUTER) The scheduling/routing software used by the service provider must be approved by the Grantee, The Administrator, and ODOT. The Administrator will monitor and work closely with the service provider's staff regarding use and design of the software. All training on the scheduling software continues to be the responsibility of the Service Provider. These employees will act in conjunction with ACJFS staff in providing the best routing information for the passenger. This staff will have pleasant phone manners, be enthusiastic and committed to the public transportation concept. Excessive complaints on a dispatcher or driver, will be grounds for removal from the ACTS project. They will be familiar with the service area (i.e., street names, shopping centers, churches, factories, etc.) Finally, they will be able to handle stress and handle complaints. They must be trained on the other transportation options available in the area and may eventually become involved with the Ashtabula County Transportation Coordination Plan.

SECTION 47. DISPATCHER. The dispatcher will communicate routes and schedules with the specific drivers. The dispatcher may share the responsibilities of the scheduler/router as well as other duties related to the record keeping involved with driver trip logs, gasoline receipts and other duties assigned by the Service Provider.

SECTION 48. OTHER STAFF. Other staff identified by the Service Provider as crucial to this operation are as follows and said positions are incorporated into this agreement: Project Director/District Manager, General Manager, Operations Safety Training Manager, Maintenance Manager/Director of Maintenance, B Level Mechanic, Office Manager/Dispatcher, and Vehicle Service/Utility Worker. Other staff that the Service Provider sees as essential to the overall operations may be assigned at the Service Provider's discretion.

SECTION 49. STAFF AVAILABILITY. All staff listed in Exhibit 1 will be hired, trained, and in place on or prior to March 1, 2023. If any position (s) are not filled on or prior to March 1, 2023, a credit will be taken on the monthly invoice in the amount equal to the number of hours the position was not filled x the hourly rate for that position (s) until the position (s) is filled. (See Section 22)

SECTION 50. TRAINING REQUIREMENTS. All staff will receive training that is appropriate for their position. Evidence of specific program training is required either prior to hire or assignment or per the following schedule. All training will be updated or renewed annually. The Service Provider will offer training that it deems necessary and determine the timetables.

1. CPR: within 30 days of a new hire or assignment.
2. Passenger Assistance: within 30 days of a new hire or assignment; only drivers who are fully trained in passenger assistance techniques, will be allowed to operate a lift on the lift equipped vehicles.
3. First Aid: within 30 days of new hire or assignment.
4. Defensive Driving: within 30 days of a new hire or assignment.
5. Drug and Alcohol Awareness - prior to hire.
6. Federal Drug and Alcohol rules and regulations.
7. Stress management.
8. Sensitivity training (Mental Health, Aging, Americans with Disabilities, Customer Service): within 6 months of employment of a new hire.
9. Offer Hepatitis B vaccination at no charge to personnel
10. Sexual Harassment Training
11. Other training as appropriate

SECTION 51. LABOR PROTECTION. The provisions of the Department of Labor Warranty signed by the Grantee are incorporated herewith into this contract and further described in the following Labor Provisions:

- A. **Overtime Requirements:** No Service Provider will require or permit any laborer or mechanic to work more than eight hours in any calendar day or more than forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his or her rate of pay for all hours worked more than eight hours in any calendar day or more than forty hours in such work week.
- B. **Violation; Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the Service Provider responsible therefore will be liable for the unpaid wages. In addition, the Service Provider will be liable to the United States for liquidated damages. Such liquidated damages will be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.
- C. **Withholding for unpaid wages and Liquidated Damages:** US DOT or ODOT will upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Service Provider under this Contract or any other federal contract with the same Service Provider, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Service Provider, such sums as may be determined to be necessary to satisfy any liabilities of such Service Provider for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
- D. **Non-construction Grants:** The Service Provider will maintain payrolls and basic payroll records during the work and will preserve them for a period of three years from the completion of this Contract for all laborers and mechanics, including guards and watchmen, working on the Project. Such records will contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Service Provider will insert in any subcontract a clause providing the records to be maintained under this paragraph will be made available by the subcontractor for inspection, copying, or transcription by authorized representatives of US DOT and the Department of Labor. The Service Provider will permit such representatives to interview employees during working hours.
- E. **Subcontracts:** The Service Provider will insert in any subcontracts the clauses set forth in subparagraphs (1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Service Provider will be responsible for compliance by any lower tier subcontractor with the clauses set forth in subparagraphs (1) through (5) of this section. The Service Provider agrees to comply with all the provisions of the "Special Section 13 (c) Warranty for application to the Small Urban and Rural Program" and further agrees that such provisions will be incorporated into any further agreements issued under this Contract.
- F. **Work Shift:** Drivers will not be permitted to be in the vehicles more than nine (9) hours. No driver will be in "on-call status" more than 10 hours out of a 24-hour period.

SECTION 52. CONSULTANT CONTRACTS. Contracts for consultant services must be submitted by the

Service Provider to the Grantee for review and prior approval by the Grantee, ODOT, and FTA. If the Service Provider wishes to subcontract a portion of the contract, the Service Provider will certify to the Grantee that the Service Provider has taken appropriate steps to ensure compliance with federal regulations regarding Equal Employment Opportunity, Disadvantaged Business Enterprises (DBE), and Title VI of the Civil Rights Act of 1964 (Title VI) as further detailed in Sections 53, 57, and 58 of this Contract. All subcontracts involving vehicles will comply with the insurance requirements as specified in Section 25. Proof of insurance will be submitted prior to the signing of the contract.

The Service Provider will not assign, transfer, convey or subcontract in whole or in part, sublet or otherwise dispose of the Contract without the expressed prior written consent of the Grantee and such written consent will not release the Service Provider from any obligation of this Contract.

SECTION 53. EQUAL EMPLOYMENT OPPORTUNITY. During the execution of this contract, the Service Provider will not discriminate against any employee or applicant for employment or use of the transportation service provided because of race, religion, color, sex, age, or national origin. The Service Provider will take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, age, or national origin. Such action will include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, and selection for training including apprenticeship.

The Service Provider has signed and acknowledges Special Section 5333 (b) provisions, and have reviewed the "Special Section 5333(b) Warrant for Application to the Small Urban and Rural Program" and certified to the Ohio Department of Transportation that all its provisions will be posted and incorporated into any contract between the Applicant and Recipient which will expend funds received as a result of an application to the Ohio Department of Transportation under the Rural Transit Program. (See attached)

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

The Service Provider will submit on or before January 18, 2023 an Affirmative Action Plan that addresses areas where the talents of the women and minorities are underutilized.

SECTION 54. FEDERAL EMPLOYMENT REGULATIONS. In addition to the Federal Equal Employment Opportunity Regulations, the Service Provider will comply with all other regulations regarding employment.

SECTION 55. DRUG AND ALCOHOL TESTING:

ODOT and FTA have initiated a Drug Free Transit Workplace Program and Drug and Alcohol testing which requires that the service provider affirm its intention to establish a Drug Free Work Site and institute a drug and alcohol testing program as part of its compliance order. It requires all safety sensitive personnel (supervisors, drivers, mechanics, dispatchers) to submit to drug and alcohol testing. The testing will be required for those staff relative to the following: pre-employment/assignment, post-accident, random, return to duty and follow-up even if a zero-tolerance policy is in force, and reasonable suspicion (for which a minimum of two individuals must be trained: both individuals do not need to be supervisors). Refresher training must be received every three years. Additionally, the Offeror must submit its plan and its policy for implementing the rules. The Service Provider must maintain all Drug and Alcohol Testing results, procedures, and methods, as specified by the Drug and Alcohol regulations 49 CFR Part 655, as amended, 49 CFR Part 40, as amended, and 49 CFR Part 29, as amended.

The Service Provider is responsible for keeping current on this information and make said changes. The Service Provider is also responsible for periodic monitoring of the Drug & Alcohol Collection Site to ensure FTA

compliance on the collection procedures that are being utilized.

SECTION 56. NONDISCRIMINATION BASED ON DISABILITY.

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR part 27, implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, the Service Provider and the Grantee assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Service Provider and the Grantee assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77(d), the Service Provider certifies that its demand responsive service offered to persons with disabilities, including persons who use wheelchairs, is equivalent to the level and quality of service offered to persons without disabilities. When the Service Provider's service is viewed in its entirety, its service for persons with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

SECTION 57. DISADVANTAGED BUSINESS ENTERPRISES. It is the policy of US DOT that disadvantaged business enterprises as defined in 49 CFR Part 26, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26, applies to this Contract.

The Grantee and its Service Providers agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Contract. In this regard, all Grantees and Service Providers will take all necessary and reasonable steps in accordance with 49 CFR Part 26, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Service Provider will not discriminate based on race, creed, color, national origin, age, or sex in the award and performance of US DOT-assisted contracts. The Service Provider will carry out applicable requirements of 49 CFR Part 26, in the award and administration of DOT assisted contracts. Failure by the Service Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Grantee deems appropriate. The Service Provider will not exclude DBEs from participation in business opportunities by entering long-term, exclusive agreements with non-DBE for operation of major transportation-related activities or for the provision of goods and services for the Project.

The Service Provider agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 90 days from the receipt of each payment the Service Provider receives from Grantee. The Service Provider agrees further to return retainage payments to each subcontractor within 90 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Grantee. This clause applies to both

DBE and non-DBE subcontractors.

SECTION 58. CIVIL RIGHTS ACT OF 1964 (TITLE VI). As required by 49 U.S.C. 5332, Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Service Provider assures that it will comply with all requirements of 49 CFR part 21; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients"; and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Service Provider receives Federal assistance awarded by the U.S. DOT or FTA through the Grantee and Administrator.

The Service Provider agrees to include the ACTS Limited English Proficiency Plan (LEP) in its overall operation of the Ashtabula County Transportation System, and by training all MV Transportation employees on the implementation of this plan. The purpose of this LEP is to provide assurances and demonstrate that passengers of ACTS are being provided meaningful access to transportation services although the customers may be limited in their English Language Proficiency.

SECTION 59. ENVIRONMENTAL VIOLATIONS. The Service Provider agrees to comply with all applicable regulations, standards, orders, or requirements issued under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 et seq.; the Clean Air Act, as amended, (42 U.S.C. 7401 et seq. and scattered sections of 29 U.S.C.), the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. 9601; and the Environmental Protection Agency Regulation (40 CFR Part 15) which prohibits the use under nonexempt federal contracts, grants, or loans, of facilities included on the EPA list for Violating Facilities.

SECTION 60. ENERGY CONSERVATION. The Service Provider must comply with the mandatory standards and policies relating to energy efficiencies which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et. Seq.).

SECTION 61. CONTRACT CHANGES. Any proposed change in this contract will be agreed upon by the Grantee and Service Provider and must not alter the Agreement between the Grantee and ODOT. Changes in Laws: In the event any Federal, State, or local law, rule, regulation or ordinance becomes operative during the term of this Contract that has the effect of increasing Service Provider's operating costs include, but not limited to, laws, rules, regulations, or ordinances pertaining to environmental protection or climate change, such as carbon credits, or new taxes imposed based on energy consumption; changes in the Americans With Disabilities Act; or government mandated increases to employee wages and/or benefits, to include health care benefits (as an example impending National Health Care Bill), Grantee and Service Provider shall meet to discuss the impact of these unanticipated additional costs to determine if negotiation is necessary.

SECTION 62. DISPUTE. Any dispute arising under this Agreement not disposed of by agreement between the Grantee and the Service Provider will be referred to the state and federal courts in Ashtabula County, Ohio.

~~**SECTION 63. RESPONSIBILITY FOR CLAIMS AND LIABILITY.** The Service Provider will agree to protect, defend, indemnify and hold harmless the Grantee, its officers, employees and agents against any and all losses, penalties, damages, settlements, cost, charges, professional fees, and other expenses or liabilities of any kind and character arising out of or relating to any and all claims, liens, demand, 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 performance hereof.

The Service Provider will be responsible for and save harmless the Grantee for all damage to life and property due to activities of the Service Provider, its subcontractors, agents, or employees, during the execution of the Project.

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

The Service Provider is responsible for maintaining the Project facilities (excluding building maintenance), equipment, and vehicles and will abide by the standard federal and state assurances as agreed to by the Grantee in its contract with ODOT and incorporated herein by reference.

Vehicle total loss: The Grantee shall provide vehicle physical damage coverage (Comprehensive and Collision) to include such perils as fire; lightning; explosion; theft; windstorm; hail; earthquake; flood; mischief; vandalism; and overturn or collision with another object. The most the Grantee will pay for any one loss is the actual cash value of the damaged or stolen property as of the date of the loss.

SECTION 64. RENEGOTIATION.

The Grantee may renegotiate the unit rate if vehicles are added or removed from service or Grantee seeks changes in scope unless prohibited by another section of the contract or by law, or a change in funding (increase or decrease) that may require a need for an adjustment in the yearly operating hours. Service Provider may also seek to an equitable adjustment in the unit rate in the event of changes in law as set forth in Section 61 above. Notwithstanding anything to the contrary in this Agreement, in the event Service Provider and Grantee are not able to agree on an equitable adjustment in rates, either party may terminate this Agreement upon ninety (90) days' prior written notice to the other party.

The Grantee also reserves the option to renegotiate the unit price after thorough evaluation of the actual costs reflected on the financial statements provided by the Service Provider. Please refer to Section 22.

SECTION 65. TERMINATION BY THE GRANTEE.

The Grantee or its agent reserves the right to invoke fiscal sanctions up to and including pro-rated reduction of payment and termination of the contract for violations of the contract. In addition, the Grantee may, by 15 days' written notice to the Service Provider, terminate the Project and cancel this contract for any of the following reasons:

- A. FTA notifies the Grantee of the termination of this Project without cause.
- B. The Service Provider discontinues providing rural public transportation services as described in the Application approved by ODOT and FTA or in approved modifications.
- C. The Service Provider takes any action pertaining to this Contract without the approval of the Grantee and which under the procedures of this Contract would have required the approval of the Grantee.

~~The commencement, prosecution, or timely completion of the Project by the Service Provider is for any reason, rendered improbable, impossible, or illegal.~~

- E. The Service Provider will be in default under any provision of this Contract.

SECTION 66. TERMINATION BY THE SERVICE PROVIDER. Service Provider may terminate this Contract due to non-payment for services performed for Grantee after 90 days without compensation if no other section of this Contract is in force. This Contract may be terminated at any time upon the agreement of all parties involved.

SECTION 67. DEFAULT. Neglect or failure of the Service Provider to comply with any of the terms, provisions, or conditions of this Contract or failure of any representation made to the Grantee, ODOT, or FTA about this Contract by the Service Provider to be true will be an event of default.

The Service Provider will not be deemed in default if it cannot carry out its covenants contained herein due to reasons as spelled out in Section 39. DELAYS, or any cause not reasonably in the control of the Service Provider.

The Service Provider will, however, remedy with all reasonable dispatch each cause preventing the Service Provider from carrying out its covenant contained therein.

In the event the Service Provider fails to carry out the covenant contained herein for reasons other than those above, the termination clause may be carried out by the Grantee.

No remedy herein confirmed upon or reserved by Grantee is intended to be exclusive of any other remedy, will be cumulative and will be in addition to every other remedy given under this agreement or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or option will be construed to be a waiver thereof but any such right or option may be exercised from time to time and as often as deemed expedient by the Grantee.

SECTION 68. SEVERABILITY. In the event, any provision of the Contract is declared or determined to be unlawful, invalid, or unconstitutional, such declaration will 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.


SECTION 69. EXECUTION. Effective date of this contract renewal will be January 1, 2023

ASHTABULA COUNTY TRANSPORTATION SYSTEM

Signatures

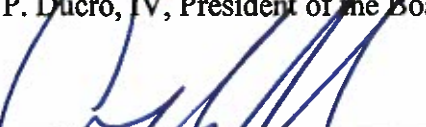
FOR GRANTEE:

ASHTABULA COUNTY COMMISSIONERS



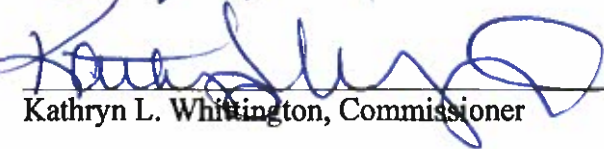
J. P. Ducro, IV, President of the Board

12/20/22
Date



Casey R. Kozlowski, Vice-President of the Board


12/20/22
Date



Kathryn L. Whittington, Commissioner

12/20/22
Date

FOR SERVICE PROVIDER:



Signature for MV Transportation, Inc.

12/9/2022
Date

Jamie Pierson, EVP & CFO
Printed Name and Title

Signature Page

Agreement Title: **2023 MV TRANSPORTATION CONTRACT RENEWAL FOR ASHTABULA COUNTY TRANSPORTATION SYSTEM**

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole,
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Dated: 11/25, 2022

Matter # 2022-CJN-0169

Reviewed by: Christine Davis on 11/8/2022

SCHEDULE I

**ASHTABULA COUNTY TRANSPORTATION VEHICLE INVENTORY
UPDATED 10-31-22**

VIN	AGENCY ID	YEAR	FUEL TYPE	MILEAGE	SIZE
1FDEE3FN4MDC20621	2101	2021	GAS	42,459	12+2
2C7WDGBGXGR372465	1602	2016	GAS	50,107	MMV
1FDDE4FS8HDC67141	1701	2017	GAS	28,512	16+2
1FDEE3FS1JDC06516	1801	2018	GAS	108,502	8+2
1FDEE3FS9KDC59708	1907	2019	GAS	75,502	8+2
1FDDE4FS8KDC47298	1908	2019	GAS	52,449	16+2
1FDDE4FS5KDC47839	1909	2019	GAS	54,041	16+2
1FDDE4FS5KDC47842	1910	2019	GAS	52,212	16+2
1FDDE4FSXKDC47884	1911	2019	GAS	50,184	16+2
1FDEE3FSXKDC03261*	1901	2019	GAS	110,682	12+2
1FDEE3FS4KDC00954*	1902	2019	GAS	106,401	12+2
1FDEE3FS2KDC03268*	1903	2019	GAS	98,171	12+2
1FDEE3FS6KDC00955*	1904	2019	GAS	84,438	12+2
1FDEE3FS8KDC03260*	1905	2019	GAS	93,729	12+2
1FDEE3FS1KDC00958*	1906	2019	GAS	83,743	12+2
*OWNED BY MV TRANSPORTATION					

**SCHEDULE II
ACTS FARE BOXES**

ITEM	TYPE	DESCRIPTION	SERIAL NUMBER	PURCHASE DATE
Fare Box	Diamond	Model XV w/cabinet	Cabinet 7M189672	5/5/1994
Fare Box	Diamond	Model XV		5/28/1996
Fare Box	Diamond	Model XV		5/28/1996
Fare Box	Diamond	Model XV		5/29/1996

**SCHEDULE III
MV Transportation, Inc. Property:
Revised 2018**

ITEM	DESCRIPTION	PURCHASE DATE
15 Drive Cams	Camera & mounting brackets	2019
Trapeze ASP	Scheduling Software	Installed Mar-10

**SCHEDULE IV
Ashtabula County Owned Equipment**

Description

One (1) Lanier (LD 320d) Copier/scanner/fax with cabinet

Seven OfficeSuite 18-Key Color Phones (6920)

Office Furniture:

Seven (7) desks

~~Large library table in meeting/lunchroom~~

One Troy-Built 5500W portable gasoline generator #030429

OHIO HOMELAND SECURITY (section 2909.33 of the Ohio Revised Code)

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List). Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are more than one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

Complete this section if you are an individual

NAME _____
HOME ADDRESS _____
CITY STATE ZIP COUNTY _____
HOME PHONE (_____) WORK PHONE (_____)

Complete this section only if you are a company, business, or organization

BUSINESS/ORGANIZATION NAME MV Contract Transportation, Inc.
BUSINESS ADDRESS 2711 N. Haskell Ave, Suite 1500, LB2
CITY STATE ZIP COUNTY Dallas, Texas
PHONE NUMBER (972-391-4600)

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- 1 Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- 2 Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- 3 Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- 4 Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- 5 Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- 6 Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? Yes No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

I hereby certify that the answers I have made to all the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed, and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration.

I understand that failure to disclose the provision of material assistance to an organization certified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization.

If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.



Signature

12/9/2022

Date

Jamie Pierson, EVP & CFO

Printed Name & Title