

CITY OF LAWRENCE, KANSAS / UNIVERSITY OF KANSAS

REQUEST FOR PROPOSAL R09002

**ROUTE AND SCHEDULE DESIGN
FOR COORDINATED TRANSPORTATION SERVICES**

ISSUED DECEMBER 17, 2008

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**REQUEST FOR PROPOSAL
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City of Lawrence, Kansas / University of Kansas**

I. Introduction

The City of Lawrence, Kansas, a city of the first class under the laws of the State of Kansas (hereinafter referred to as the “City”), in cooperation with the University of Kansas, an educational institution, public body, and independent agency of the State of Kansas (hereinafter referred to as the “University”), are seeking the services of a qualified transit planning, research and design firm (or team of firms) to prepare a “Route and Schedule Design for Coordinated Transportation Services”.

The City and University have explored the feasibility of coordinating and/or consolidating existing Lawrence public transit services and University transit services for the best interests of the City and University communities. The City and University are working together towards the goal of providing seamless service to all transit users, regardless of the level of coordination, consolidation, or the possibility of a future merger.

The purpose of the Coordinated Public Transportation Route and Schedule Design completed by the selected firm(s) will be to develop a plan for a coordinated system of fixed routes and schedules for both the City’s current public transportation system, called the T, and the University’s current transportation system, “KU on Wheels”.

II. Study Location and Background

• Study Location

The City of Lawrence, Kansas, is located in the Northeastern region of the state, approximately 40 miles west of Kansas City and 25 miles east of the City of Topeka (State Capital). Lawrence, with an estimated population of 90,000 covering 29.6 miles, is the county seat for Douglas County. The total estimated population for Douglas County is 102,000. The City is the home of the University of Kansas (KU) and Haskell Indian Nations University (HINU). These universities have student populations of approximately 30,000 and 1,000 respectively and are the hubs for academic, cultural and recreational activities for the community. KU is geographically located in the center of the City of Lawrence. The area’s economic base embraces a diverse range of public sector and private entities including higher education, finance, medical and social services, publishing, distribution, and manufacturing (including paper, chemicals, asphalt, pet-food, and motor parts).

• Study Background

In the summer of 2005, a Transit Task Force at the University conducted a transportation study to review legal issues, options for providing services, proposed routes, estimated costs, and methods for recovering costs. The City participated with the Task Force, and the study included

consideration of various possibilities for coordination between KU on Wheels and Lawrence Transit (the T).

The Task Force went through an intensive process to identify core values and a vision for the expanded transit system at the University, and submitted a final report to the Provost. The Provost approved various recommendations, including further consideration of the possibility of a coordinated or consolidated transportation system with the City of Lawrence, and a Transit Implementation Task Force was appointed.

The report was presented to the Mayor and City Commission in October 2005. The Mayor and City Commission stated that they were open to the idea of coordination but that they wanted more information on the specifics of the coordinated system and how that would impact the residents of Lawrence.

The City participated in the Transit Implementation Task Force, and both the City and University agreed to work together in having a "Coordinated Public Transportation Development Plan" developed. This plan was completed in 2006.

III. Transit System Organizational Profiles

- **Lawrence Transit System (The T)**

On December 16, 2000, the City of Lawrence began providing public transportation services to its residents by providing access to various medical, employment, retail, public, social service, job training, recreation, and educational facilities and residential areas throughout the city. The mission was to cover as much of the community as possible resulting the current hub and spoke route design. Unfortunately, this design has resulted in lower route frequency, making it harder to attract choice riders.

The Lawrence Transit System is owned by the City and is administered as a City Department. Management of the transit system is handled by an administrative staff of three people, with the Public Transit Administrator reporting directly to the City Manager. The Administrator is accountable to Lawrence's Mayor and City Commission who provide policy guidance and funding support. The City owns its buses and contracts with MV Transportation, Inc. to operate the system and maintain the fleet.

A nine member appointed Public Transit Advisory Committee (PTAC), comprised of Lawrence citizens serving in an advisory capacity, also provide general oversight of the system including forwarding recommendations to elected officials on operating and service policies, procedures and standards such as fare rates, route configuration, service levels, and transit amenities.

The Lawrence Transit System currently provides approximately 1,300 passenger trips per day on eight (8) fixed-routes and 200 complementary paratransit trips per day throughout Lawrence utilizing a bus fleet of twenty-six (26) (12 fixed-route/14 paratransit) ADA-accessible, radio equipped vehicles. The current fixed-route fleet was acquired new in 2001, and is comprised of 30-foot medium duty buses with a service life of 10 years or 350,000 miles. The fixed-route fleet is projected to meet its useful service life at the end of 2008. The City plans to replace seven of the fixed route vehicles in 2009. The remainder of the fleet will be replaced as funds

are available. The age of paratransit fleet is mixed, with three (3) 2008 vehicles, six (6) 2007 vehicles, and five (5) 2004 vehicles. Ten (10) fixed-route vehicles and eleven (11) paratransit vehicles operate daily.

The Lawrence Transit System operates 307 days each year including weekdays, Saturdays and some holidays from 6:00AM to 8:00 PM. No Sunday service is provided. Six fixed-routes operate on a 40 minute schedule with two others operating on an 80 minute schedule. There is no differentiation between “peak” and “off-peak” service.

Approximately 85% of Lawrence residents and employees are located within walking distance of T fixed bus routes that are clearly designated with bus stop signs and transit shelters. There are six bus-route transfer locations throughout the city that link routes together. The main transfer area is located downtown. In addition to fixed-route service, complementary door to door, demand-response “T-Lift” paratransit service is provided anywhere within the City. There are currently 478 persons registered as T-Lift ADA-eligible riders.

Regular fares for fixed-route service is \$1.00 with \$.50 reduced fare discounts to seniors over age 60; Medicare card holders, qualifying persons with disabilities, Haskell Indian Nations University students, and Lawrence Public School students. Through a reciprocal agreement with the University of Kansas, anyone with a KU Card can ride the T for no additional charge and T pass holders can ride KUOW for no additional charge. Monthly passes are available for \$34.00 full-fare and \$17.00 for reduced-fare. The fare for “T-Lift” paratransit service is \$2.00. A monthly pass is available for \$68.00. In order to use “T-Lift”, a person must first become certified based on an ADA-eligible disability.

Over the last five years ridership has steadily increased experiencing double-digit growth every year it has operated. For three years (2002-2003, 2003-2004, and 2006-2007), the Lawrence Transit System has been formally recognized by the Federal Transit Administration receiving “Awards of Excellence and Achievement” for the “Highest Percentage Increase in Ridership in the Kansas Urban Transit Program.” In 2007, the T provided a total of 445,822 trips and 66,677 revenue hours of service having an operating cost of \$3.3 million.

The Lawrence Transit System operates through a variety of Federal and State funding sources including a local match. Currently local match is provided through a property tax mill levy. Beginning in 2009, property tax will no longer be levied to support the system. Instead, a 0.25% sales tax, approved by voters in November 2008, will provide the local match for operating and capital needs through 2019.

In July 2008, the Lawrence Transit System underwent an FTA Triennial Review and was found to be in full compliance with all applicable federal regulations. On December 16, 2008, the T will celebrate its 8th anniversary.

- **The University of Kansas Transit System**

The University of Kansas transit system has been operated by “KU on Wheels” (KUOW) since the early 1970’s. The University transit system is overseen by a Transit Commission, composed of ten (10) voting members consisting of seven student members and three staff and faculty members. The Commission operates the University transit system in order to transport students to and from campus, and to move faculty, staff and students across campus.

Beginning in FY07, the University has acquired its own fleet of transit buses for use on KU on Wheels fixed routes. As of December 1, 2008, the University owned 38 Gillig buses. In addition, the City of Lawrence owns five (5) 2007 35-foot low-floor Optima Opus buses which are used by the University of Kansas for Park & Ride. The University has a twelve-year replacement plan for the fixed route buses, with an annual budget of \$1 million.

Like the City of Lawrence, the University contracts with MV Transportation, Inc. to operate the system and maintain the fleet. The KUOW transit system includes 28 buses during peak service, operating on 9 routes that travel both on and off campus, with an annual operating budget of approximately \$4 million. Annual ridership between 1999 and 2007 has fluctuated between 2 million and 1.55 million. KUOW operates approximately 65,000 revenue hours per year for all KU on Wheels services. KUOW provides 167 days of full service each year when University classes are in session, as well as reduced service when classes are not in session.

Daily fixed route boards for KU on Wheels and Park & Ride boarding's currently average approximately 13,500, fluctuating between 11,900 and 16,000 on a daily basis. Approximately 52% of trips are completed with three on campus circulating routes, while the remaining 48% of trips are completed with off campus routes. FY09 was the first year that KU on Wheels went fare free, and system ridership has doubled.

The Transit Commission also runs Jaylift, a complementary demand-response paratransit service; SafeRide, a door- to-door service to take students home from any location in the City between the hours of 10:30PM and 2:30AM; and SafeBus, a Friday and Saturday evening bus service between the hours of 9PM and 3AM. In FY08, Jaylift provided about 4,000 rides, Saferide provided over 19,700 rides, and Safebus provided over 10,000 rides.

The University also uses the bus fleet for secondary use. Secondary use is university-affiliated transit service that is not included in KU on Wheels fixed route service. This includes but is not limited to Visitor's center buses and Athletics game day services.

Funding for the system comes from a total of \$74.90 per semester in student fees assessed to all students. The current Campus Transportation Fee is \$74.90 per semester, broken into the following areas: \$44.90 for KU on Wheels operating expenses and \$20 for Bus Acquisition. The \$10 per semester SafeRide fee is comprised of, \$6 for SafeRide, \$4 for SafeBus. Anyone with a valid KU Card may ride the KU on Wheels fixed route buses by showing their KU Card to board. Without a KU Card, the fare is \$1. Only KU students may use their KU Card to ride SafeRide and SafeBus. SafeRide and SafeBus routes, schedules and fare structure are determined by the Transit Commission and transportation fees are ultimately approved through the Student Senate process, the KU administration, and the Board of Regents.

- **Current Coordination Efforts**

Current coordination efforts between the City and the University include advertising each other's transportation services on their transit vehicles by making bus route maps and schedule information available.

On August 18, 2008, KU on Wheels and the T began honoring passes and transfers between the two systems. Through a proposal approved by KU's Transit Commission and the Lawrence

City Commission, KU students, faculty and staff are able to show their KU Card to board any City bus and T bus pass holders will be able to board any regular KU fixed route bus for no additional charge.

In October of 2008, the City and University signed a Letter of Intent to explore the establishment of a coordinated, consolidated, or merged transit system. The goal is to create seamless service with a target implementation date of July 2009. A planning team, made up of representatives from the City and KU, meet regularly to work toward this goal.

Additional information on each entity can be found online:

Lawrence Transit System	www.lawrencetransit.org
City of Lawrence	www.lawrenceks.org
KU on Wheels	www.kuonwheels.ku.edu
University of Kansas	www.ku.edu

IV. Project Scope of Work

The purpose of this project is to develop an implementation plan as outlined below for a seamless coordinated/consolidated transit system for Lawrence and KU. The consultant shall produce a plan that provides the design for a consolidated transit system that will provide services that meet the needs of the KU community as well as the general public in the City of Lawrence.

- **Nature of Consultant Services**

The consultant services are intended to provide the City and University with the following types of planning support in developing a new Coordinated Route and Schedule structure:

- Analyze and utilize existing reports, studies, and data to avoid duplication of previous efforts whenever possible.
- Work in an interactive manner with City and KU representatives to develop recommendations and explain underlying transit planning concepts and principles;
- Prepare written reports summarizing and evaluating research findings;
- Review findings with City and University staff;
- Prepare graphical and textual materials illustrating study findings;
- Provide general planning support during City/University staff and public meetings and events in relation to proposed coordinated public transportation development plan; and
- Prepare all necessary written and graphic documents of the process including the formulation of all interim reports, the final report and presentation materials throughout the process.
- Identify additional data required to complete the scope of work for this project.

- **Anticipated Study Phases**

The overall work program for the Coordinated Transportation Services Route and Schedule Design process is anticipated to occur within five major phases. The phases may overlap and are not necessarily sequential. For instance, because many KU students choose living arrangements based on access to bus routes, route changes must be made prior to the end of March, when annual lease commitments are made. Therefore, Phase III, Part 1 deliverables are due prior to the completion of Phases I and II. A broad description of each phase is presented below. The City and University are looking to firms submitting proposals to offer innovative and thoughtful approaches for accomplishing the goals of this study.

The phases broadly defined in the following section summarize the work tasks and level of consultant involvement desired by the City and University. Proposers will submit a detailed work program with their proposal that encompasses all aspects of the efforts described in the following sections. In addition, the consultant should identify any additional work tasks not covered that are felt to be critical to the success of this study.

- **Phase I: Comprehensive System Inventory and Assessment**

The purpose of Phase I is to complete a broad based inventory and assessment of current City of Lawrence Transit System and KU on Wheels service. To the extent possible, the consultant shall analyze and utilize existing reports, studies, and data to avoid duplication of previous efforts.

For the consultant to become familiar with the project, City/University staff will provide a full assemblage of background materials that is available online. (Use of this material is not necessary to apply for this contract.) These include but may not be limited to the following:

- KU on Wheels “Bus Schedule and Route Map October 27, 2008 – May 15, 2009” <http://www.kuonwheels.ku.edu/~kuwheels/images/newpdfmap.pdf>
- Lawrence-Douglas County MPO 2008-2012 Transportation Improvement Program. <http://www.lawrenceks.org/pds/tr-tip>
- Lawrence-Douglas County Metropolitan Planning Organization – Transportation 2030: Long Range Transportation Plan, March 2008. http://www.lawrenceks.org/pds/t2030_doc
- Lawrence Transit System (ID Number: 7033), National Transit Database Reports 2001-2007. www.ntdprogram.com
- Coordinated Public Transportation Development Plan, December 2006. <http://www.lawrencetransit.org/news/coordination.shtml>
- The University of Kansas “Transit Task Force Report to the Parking Commission and Provost”, September 1, 2005 <http://www.dcm.ku.edu/files/TaskForceReport.pdf>
- K-10 Transportation Study, May 2005. <http://www.ksdot.org/projects.asp>

- The University of Kansas “Ten-Year Parking Strategy Final Report”, 2004
<http://www.parking.ku.edu/study.shtml>
- Lawrence Transit System “How to Ride the T-Lift”, September 10, 2004.
<http://www.lawrencetransit.org/access/howtoride.shtml>
- Lawrence Transit System “Guide to Ride”, August 2004.
<http://www.lawrencetransit.org/guide/>

The consultant shall develop a baseline understanding of the historical context of the Lawrence Transit System and the University of Kansas transit operations from the 2006 study, current fixed-route and paratransit programs, and the transit needs of the community and University by meeting with and receiving input from City officials, University officials and contracted transit service providers. The consultant should plan to conduct a five day on-site work session within 2 weeks of final contract approval. This work session will be with City and University Officials, the City and University transit service provider, student leaders, riders of each system, as well as the University Transit Commission and the City’s Public Transit Advisory Committee.

In addition, the consultant shall review and evaluate the following:

- Existing service standards and policies
- Bus routes and schedules
- Paratransit operations
- Days/hours of service
- Ridership – peak and off-peak, origin and destination
- Existing transit amenities (i.e., transfer hubs, transit shelters & designated bus stops)
- Public restrooms for bus drivers to utilize along routes.
- Bus Fleet (fixed-route and paratransit)
- ADA-accessibility
- Efficiencies in operations and administrative staff
- Current service & funding levels for both systems
- Coordinated Public Transportation Development Plan, December 2006.
- 2007 T passenger and community-wide survey results
- Input collected from Public Forums held in December 2008
- Tallies of riders per hour per route

It is possible that additional community data collection and survey work will be necessary.

Deliverable for Phase I: Inventory and Assessment Report that summarizes the strengths and weaknesses of each system and identifies the needs for public transit in Lawrence.

- **Phase II: Review and Develop Standards for Service, Performance, Expansion and Vehicles**

The objective of Phase II is to apply the data and assessment completed in Phase I to the development of new standards or “best practices” that will serve as a guide for the design of an improved coordinated and/or consolidated transit system.

Four general types of standards will be developed:

- Fixed-route level of service design standards: These standards include availability, service directness, frequency (peak and off-peak), and span (hours and days of service).
- Fixed-route service performance standards: Develop standards to help assess the productivity of future services including on-time performance, passenger utilization (passenger per revenue hour), and farebox return.
- Fixed-route service route expansion standards: These standards would be used to determine when, where and how new service routes are created.
- Fixed-Route vehicle standards: Vehicle type including size, seating capacity, ADA-accessibility (wheelchair securements) to be utilized on the University campus and off-campus throughout the City. These standards would be used to maximize operating efficiency while minimizing capital and operating costs.

The service, performance, expansion and vehicle standards will be reviewed and discussed with City and University officials. The consultant shall develop a consensus within the city and within the university for a set of standards.

Deliverable for Phase II: Set of standards for consolidated transit related to service, performance, expansion, and vehicles.

- **Phase III: Develop Transit Service Alternatives**

Phase III will address deficiencies and needs in current City and University fixed-route transit service by identifying opportunities for coordinated and/or consolidated service using the results of Phase I and Phase II. This task will rely heavily on service standards developed in Phase II and the data and background information studied in Phase I. The consultant will preliminarily identify a variety of coordinated and/or consolidated transit service alternatives that are new or adjusted based on current service designs. The service alternatives developed should be based on a series of service improvements that address the technical and perceived deficiencies and opportunities identified in the previous tasks and that are designed to improve the overall performance of the existing fixed-route systems. The service alternatives should be able to be implemented in a two-part approach, with the Part 1 recommendations to be delivered by March 1, 2009 in order to be implemented for the 2009 fall semester. Part 2 recommendations will be delivered by January 15, 2010, in order to be implemented for the 2010 fall semester.

A range of improvements should be considered, including but not limited to:

- Operating strategies such as adjusting headways, turnbacks or short-turning of buses to optimize equipment utilization particularly if an improvement in service frequency terminal-to-terminal appears impractical;
- Route branching (or trimming) to provide coverage and to economize on the number of buses required;
- Scheduling adjustments such as running time adjustments to improve on-time performance, schedule coordination to improve transfer connections, and span of service modifications;
- Schedule simplification and branding of services to improve legibility of services;

- Routing improvements such as route extensions to respond to existing and proposed development, route modifications to possibly improve service directness and on-time performance, and new routes to satisfy current and future transit markets;
- System redesign such as service redistribution to improve overall efficiency by re-allocating resources from less productive areas and/or routes;
- Adjustments in service hours and days of operation;
- Desirability of radial route design, grid design or express routes;
- Applicability of single or multiple transfer station/hub operations.

Service recommendations may range across a variety of dimensions including those suggested above. Also, suggested service alternatives will be proposed under varying funding level allotments including current funding levels and those that may result from new funding mechanisms the consultant identifies.

Each operational model and alternative provided for a coordinated and/or consolidated transit system shall:

- Identify proposed service design that includes routes, schedules, days and hours of operation, fares.
- Include a five-year estimated budget identifying the operating costs and capital (vehicle and facility) including preventative maintenance needs and costs;
- Detail service and/or performance standards that guide the design of coordinated and/or consolidated system;
- Identify possible fare structures, service policies and staffing levels;
- Identify and quantify the benefits and costs of coordination and/or consolidation for both the City and the University including an estimate of ridership for a five year period, sources and uses of funds for the initial undertaking (cash flow analysis) and for a five year operating and capital (vehicles, parts, facilities and preventative maintenance) budget.
- Identify critical issues and impacts of each alternative.

Deliverable for Phase III:

- Part 1 Recommendations for new and/or redesigned routes and schedules with changes that are readily identifiable and able to be implemented by August 1, 2009. This timeframe is responsive to Lawrence voters' support of public transportation in Lawrence. It also allows route changes to be implemented prior to student decisions regarding living arrangements for the 2009 school year. More comprehensive recommendations are to be provided in Phase III, Part 2.
- Part 2 Recommendations for new and/or redesigned routes and schedules to be implemented by August 1, 2010. This timeframe is to allow for improvements that are more extensive and comprehensive in scope that require additional lead time to implement.

• **Phase IV: Public Meetings and Final Report**

The Consultant will be available for two public meetings during the City / University review period of the final draft report (see schedule in Section IV.)

The Final Report will be based on completed work and findings and will identify improvements that can be made with available resources. Topics to be provided in the Final Report are those identified previously in the scope of work.

A total of ten (10) bound copies and a reproducible electronic version of the final report shall be issued to the City of Lawrence.

V. Study Management and Organization

The purpose of this section is to put in place the management and organizational processes and structures necessary to successfully conduct the study on-time and within budget. This will include establishing the supervisory procedures, community oversight framework, and working schedule for the study.

- Study Management Team – It is anticipated that the day-to-day study tasks will be directly supervised by the City's Project Manager. The Project Manager will be assisted in this effort by a team of representatives from both the City and University, who along with the Project Manager shall make up the Study Management Team. The City and the University shall be equally represented on the Study Management Team. The number of individuals serving on this study team will be determined prior to the study beginning. There shall be regular review and sharing of information between the parties.
- Consultant Project Management Team – It is critical that work tasks between the consultants, City's Project Manager and Study Management Team composed of representatives from both the City and University be closely coordinated. Communication channels and lines of responsibility are to be clearly delineated. These communication channels and lines of responsibility will be determined at the beginning of the project and agreed upon by the consultant and Study Management Team. This includes procedures for the review of draft materials and the monitoring of the study budget relative to the completion of benchmarked tasks.

The consultant will provide a Project Manager responsible for the timely completion of the project and to work as liaison with the Study Management Team. The consultant must guarantee the same Project Manager for the entire project. If a change in Project Manager becomes necessary, the consultant must obtain the City's and University's written approval for the new Project Manager before proceeding with the project.

- Quality Control of Work – The consultant's Project Manager will be responsible for the timely completion of the work. The Consultant will also ensure high quality in all deliverables.

VI. Study Schedule

It is anticipated that the Route and Schedule Design for Coordinated Public Transportation will take approximately 12 months to complete. Below is the anticipated work schedule:

PHASE	TIME TO COMPLETE
Kickoff Meeting	January 30, 2009
Phase III – Develop Transit Service Alternatives Part 1	March 1, 2009
Phase I: Comprehensive System Inventory and Assessment	April 1, 2009
Phase II: Review and Develop Standards for Service, Performance, Expansion and Vehicles	June 30, 2009
Phase III – Develop Transit Service Alternatives Part 2	January 15, 2010
Phase IV: Public Meetings and Final Report Draft of Final Report Due to City / University Final Report Due	February 1, 2010 February 15, 2010
TOTAL	Twelve (12) months

Upon authorization to begin the project, a detailed Project Schedule that includes the consultant's work plan, planned interactions with the City and University Study Management Team, project milestones, and deliverables will be assessed and approved.

A kickoff meeting will be held in Lawrence on Friday, January 30, 2009. Alternatively, videoconferencing would be acceptable. Meeting attendees will include the consultant and designated City and University representatives and/or staff. The purpose of the meeting will be to clearly identify project goals including the work plan, schedules, lines of responsibility and project deliverables, as well as provide background information for use in subsequent portions of the project.

The consultant will prepare and submit a monthly management level Progress Report. The Progress Report will contain a summary of progress, listing areas of concern and actions, status of each milestone of the project schedule and an update of the Project Schedule. The monthly Progress Reports shall also be made available in an electronic reproducible format.

The consultant Project Manager and any other necessary consultant staff will attend regular project meetings with the Study Management Team. Meetings will be scheduled as necessary to fulfill the consultant Scope of Work and will be included on the Project Schedule. Meetings will occur no less than once a month. In addition, weekly meetings will be required at key points during the process. Those key points in the process shall be identified by the City, University and consultant prior to work commencing. Videoconferencing may be used for the monthly meetings as appropriate and as agreed to by the Study Management Team, but during critical phases or key points in the study process on-site meetings will be required. The consultant shall anticipate that impromptu meetings may have to be scheduled and conducted on short-notice to obtain information or receive direction from the Study Management Team due to possible changing conditions or information that may impact study completion.

VII. Federal Contract Requirements

The proposed study is anticipated to be financed in part with funding from the United States Department of Transportation (herein after "USDOT") and will be subject to federal requirements and regulations. The Consultant shall comply with regulation relative to the uniformed administration in federally assisted programs of the USDOT, Title 49, Code of Federal Regulations (herein after "CFR"), Part(s) 18 and 19, and cost eligibility reimbursement will be subject to Title 48 CFR 31.2, as they may be amended from time to time (hereinafter referred to as "Regulations").

All contractual provisions required by USDOT, as set forth in Federal Transit Administration (herein after "FTA") Circular 4220.1E are hereby incorporated by reference. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

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

- **Disadvantaged Business Enterprise (DBE) Participation**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

See Attachment A for DBE program commitment form and Attachment B for Vendor Information form. Forms A and B must be completed by ALL vendors as part of submittal.

- **Government-Wide Debarment and Suspension**

Each Proposer will be required to certify by signing the "Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion" form, Attachment C and shall include with RFP submittal.

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- **Lobbying**

Each Proposer will be required to certify by signing the "New Restrictions on Lobbying" for, Attachment D and shall include with RFP submittal.

During the term of this Contract the Contractor agrees to comply with the provisions of 31 U.S.C. Section 1352, which prohibits the use of federal funds for lobbying by any official or employee of any federal agency, or member or employee of Congress; and requires the Contractor to disclose any lobbying of any official or employee or any federal agency, or member or employee of Congress in connection with federal assistance. The Contractor agrees to comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20 and include these requirements in any subcontract which exceeds \$100,000.

- **No Government Obligation to Third Parties**

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

- **Program Fraud and False or Fraudulent Statements or Related Acts**

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

- **Access to Records**

The following access to records requirements apply to this Contract:

The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books,

documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until at least one year after the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

- **Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (8) dated October, 2001) between Purchaser and FTA , as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

- **Civil Rights**

The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal

policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- **Termination**

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

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

- c. Opportunity to Cure** The City and/or University in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City's and University's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice setting forth the nature of said breach or default, City and/or University shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City or University from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach** In the event that City or University elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver shall not limit City's or University's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts)** The City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

- **Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D , dated April 15, 1996, (also see Change 1) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

- **Breaches and Dispute Resolution**

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

Performance During Dispute - Unless otherwise directed by City and University, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City, University and the Contractor arising out of or

relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Kansas .

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

- **Clean Air**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- **Clean Water**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- **Energy Conservation**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

VIII. Submittal Procedure

Proposals will be initially reviewed without the consideration to the fee. Therefore, consultant will submit a project proposal and project cost proposal (see Attachment F) separately. The project proposal must be submitted electronically while the project cost proposal must be mailed or delivered.

- **Project Proposal Submittal**

Each project proposal must be submitted in a reproducible electronic version and must be uploaded to the following site **no later than 3:00 p.m. CST on Monday, January 5, 2009:**

<ftp://ftp.ci.lawrence.ks.us/incoming/>

For confirmation of receipt, please email Casey Toomay, Interim Lawrence Transit System Administrator at ctoomay@ci.lawrence.ks.us.

- **Project Cost Proposal Submittal**

A project cost proposal for services outlined on the RFP must be submitted separately in a sealed envelope. Ten bound copies of the project cost proposal should be submitted to the following address and **must be postmarked by January 5, 2009**:

For US Mail:

Casey Toomay
Interim Transit Administrator
City Hall
P.O. Box 708
Lawrence, KS 66044

For Delivery:

Casey Toomay
Interim Transit Administrator
2nd floor, City Clerk's Office
6 E. 6th Street
Lawrence, KS 66044

The envelope containing the project cost proposal must be clearly marked with the firm's name and "Project Cost Proposal for Route and Schedule Design for Coordinated Public Transportation Services."

The City and University anticipate drawing from multiple funding sources to finance this effort and final funding amounts and sources are not yet guaranteed.

See Attachment F for Cost / Price Summary Sheet

- **Proposal Content**

All proposals at minimum must provide the following:

Project Proposal:

- 1) Title Page
- 2) Transmission Letter
- 3) Statement of Understanding of the Project's Intent
- 4) Project Approach
 - a) Description of work tasks
 - b) Project schedule
 - c) Deliverables schedule
- 5) Firm Qualifications
 - a) Official firm name, address, telephone number and other pertinent contact information
 - b) Year established and former names
 - c) List five largest transit projects under contract (under contract negotiations, or projects that your firm has been selected for by Federal, State or local agencies) that are being (or will be) performed. Include:

- i) project type or name (project description) and
 - ii) name of project manager,
 - iii) client including contact person and phone number,
 - iv) nature of responsibility of firm
 - v) project location (City and State)
 - vi) current status or percent complete
 - vii) actual (A) or estimated (E) completion date of contract
 - viii) estimated cost of contract
 - d) List all projects the firm has performed within the past 10 years that are similar or comparable to the proposed project. Include:
 - i) project type or name (project description) and
 - ii) name of project manager,
 - iii) client including contact person and phone number,
 - iv) nature of responsibility of firm
 - v) project location (City and State)
 - vi) current status or percent complete
 - vii) actual (A) or estimated (E) completion date of contract
 - viii) estimated cost of contract by project phase including the total for all phases. Identify or describe each project phase
 - e) List all municipal and university transit projects that have been awarded to the firm as a prime consultant during the past three (3) years. Include:
 - i) project type or name (project description) and
 - ii) name of project manager,
 - iii) client including contact person and phone number,
 - iv) nature of responsibility of firm
 - v) project location (City and State)
 - vi) current status or percent complete
 - vii) actual (A) or estimated (E) completion date of contract
- 6) Project Management and Organization Plan
- a) The Prime Firm and all sub-consultants, contractors, and associates to be working on the project, including specific responsibilities and scope of work on this project, approximate % of work on this project, and identify if subcontractor has worked with prime firm before. (An outside key sub-consultant/contractor/associate not included in the proposal may be utilized on this project only after obtaining prior written concurrence from the City of Lawrence in conjunction with the University of Kansas)
 - b) Percentage of the total project that the prime firm will perform (must be greater than 50%)
 - c) Project Organization Chart that identifies the names of key personnel proposed for the project, experience of each, and length of service with the firm(s), and their responsibilities for this project. Include labor hours by phase and by individual.
- 7) Listing of Key Personnel by Discipline (list each person only once, by primary function)
- 8) Brief Resumes of Key Proposed Personnel
- a) Name and title
 - b) Assignment for this project
 - c) Years of Professional Experience (with this firm and with other firms)
 - d) Active registrations or certifications

- e) Specific experience and qualifications relevant to this project
- 9) Business References
List up to five (5) names and phone numbers of transit planning business references
- 10) Disadvantaged Business Enterprise Program Commitment Form (See Attachment A)
- 11) Vendor Information Form (See Attachment B)
- 12) Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion Form (See Attachment C)
- 13) Certification Regarding Disclosure to Report Lobbying Form (See Attachment D)

Failure to submit forms outlined in 10-13 may cause the proposal to be considered non-responsive, which may result in rejection of the proposal.

Project Cost Proposal:

- 1) Labor Hours*
- 2) Itemization of Direct Costs (including number of trips, travel and per diem costs, and days proposed on-site in Lawrence)

* Estimated hours and hourly rate information shall include a breakdown of direct and indirect costs by individual. This information shall be used to determine appropriate billing rates to assist in the evaluation of the consultant's understanding of the work and final negotiations of a contract.

See Attachment F to complete Cost/Price Summary Sheets for Phase I – IV.

IX. Consultant Selection Criteria

Consultant proposals will be evaluated using the following criteria as a measure of the respondent's ability to successfully complete the project scope of work. Cost will not be the sole criteria for selection, since it is in the City's and University's best interest to retain a firm/team that has significant professional credentials. The final project cost is negotiable and if the parties are unable to reach an agreed upon price, the City and University retain the right to declare impasse and end negotiations.

The merit of each submittal will be assessed using the following evaluation criteria:

- 1) Experience and Qualifications as evidenced by:
 - a) Company background and history
 - b) Relevant experience of proposed team with other projects
 - c) Client references of proposed team members
- 2) Managerial Organization of the proposed Project Team as evidenced by:

- a) Appropriateness of management personnel and technical staff proposed (Who will do the work?) Include any subcontractors.
 - b) Organizational approach to project management including work flow, reporting and quality assurance procedures
- 3) Quality of the proposed approach to the scope of work as evidenced by:
- a) Understanding and discussion of technical issues
 - b) Methodology and technical plan of operations
 - c) Project management plan and quality assurance procedures
 - d) Innovation and thoughtfulness in work approach
- 4) Ability to successfully complete the project on a timely basis as evidenced by:
- a) Understanding of task sequencing, major milestone events, and project schedule
 - b) Adequacy of resources
 - c) Current workload of firm/team and the level of effort/amount of time devoted by management personnel and technical staff to the project
 - d) Ability to complete work on a timely basis and meet deadlines
 - e) Firm's ability to attend on-site meetings and complete on-site work.
- 5) Response Characteristics
- a) Adherence to the required format
 - b) Completeness of submittal
- 6) Cost

Prior to final selection and award of contract, City and University officials will conduct interviews with the top ranking firms to answer questions about the contents of the proposal. The consultant must be available for the interviews on Friday, January 9, 2009. In person interviews are preferred, however, interview by videoconference will be accepted.

The City reserves the right to accept, reject, or negotiate any and all proposals, including the right to award the contract in whole or in part if it is deemed in the City's and University's best interest.

X. Contact

Questions or other inquiries regarding this Request-for-Proposal (RFP) should be directed to the following Contact Person:

Casey Toomay, Interim Public Transit Administrator
Lawrence Transit System
P.O. Box 708
933 New Hampshire Street
Lawrence, KS 66044
Phone: (785) 832-3464
Fax: (785) 832-3462
Email: ctoomay@ci.lawrence.ks.us

XI. Insurance Requirements

The Consultant shall indemnify and hold harmless the City of Lawrence, Kansas, and the University of Kansas or their representatives from all claims, demands, suits, actions, payments, liability and judgments, arising from the activities of the Consultant or of Consultant's agents, contractors or employees. In this connection, Consultant shall carry insurance in the following kinds and minimum limits as indicated:

The Contractor shall secure insurance to protect them and the City and University against all hazards, as enumerated herein. All policies shall be in amounts, form and companies satisfactory to the City and University and:

- a) Cover any or all subcontractors in their insurance policies, or
- b) Require each subcontractor to secure insurance to protect themselves against all hazards enumerated herein that are not covered by the general contractor's policies.

All certificates of insurance required herein shall state that thirty (30) days written notice shall be given to the City and University before the policy is canceled or changed.

No Contractor or subcontractor will be allowed to start any work on this contract until certificates of all insurance required herein are filed with the City and University.

Public Liability and Property Damage.

The Contractor shall maintain insurance protecting against any and all claims and demands arising from injury to person or persons not in the employ of the Contractor, and against any and all claims and demands resulting from damage to any property due to any act or omission of the Contractor, their agents or employees, in the operation of the work or the execution of this contract. Such insurance shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the City or University prior to the completion and acceptance of all the work included in the contract.

Minimum limits for Public Liability and Property Damage insurance required are as follows:

Public Liability:	(a) Each Occurrence	\$500,000
	(b) Aggregate	\$1,000,000
Property Damage:	(a) One Accident	\$500,000
	(b) All Accident	\$1,000,000

Contractual Liability Insurance.

The Contractor shall purchase and maintain contractual liability and property damage insurance which will protect the City and University against any and all claims that might arise as a result of the operation of the Contractor or their subcontractor or subcontractors, in fulfilling this contract.

Employer's Liability and Worker's Compensation.

The Contractor shall secure and maintain employer's liability and worker's compensation insurance in an amount that is in conformity and compliance with the statutory requirements of the laws of the State of Kansas. In case any class of employees is not protected under the Worker's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability coverage that will protect them against any claims resulting from injuries to and death of workers engaged in work under this contract.

Contractor's Contingent or Protective Liability and Property Damage.

In case part of this contract is sublet, the Contractor shall secure contingent or protective liability and property damage insurance to protect them from any and all claims arising from the operations of their subcontractors in the execution of work included in this contract. The coverage in each case shall be acceptable to the City and University.

Automobile Public Liability and Property Damage.

The Contractor shall maintain automobile public liability insurance in the amount of not less than \$500,000 for injury to one person and \$1,000,000 for one accident; and automobile property damage insurance in the amount of not less than \$1,000,000 for one accident to protect them from any and all claims arising from the use of the following in the execution of work included in this contract:

- (a) Contractor's own automobiles and trucks.
- (b) Hired automobiles and trucks.
- (c) Automobiles and trucks not owned by the Contractor.

Such insurance shall cover the use of automobiles and trucks both on and off the site of the project.

XII. The Provisions found in the Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

XIII. Contract Documents: The successful vendor will be required to enter into a written contract with the City and University. This Request and any amendments and the response and any amendments of the Contractor shall be incorporated along with the DA-146a into the written contract which shall compose the complete understanding of the parties. In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA-146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- this Request including any and all addenda; and
- Contractor's written proposal submitted in response to this Request as finalized.

Attachment A

DBE PROGRAM AND COMMITMENT FORM

The following is the proposal commitment to the DBE goals of City of Lawrence for the service of supplies pursuant to this contract.

A. _____ The undersigned firm certifies that it is a contractor (mark N/A for non applicable answers)

A.1 For MBE, specify percentage of minority ownership_____%

A.2 For WBE, specify percentage of woman ownership_____%

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm is a joint venture partner. (mark N/A for non-applicable answers)

B.1 The MBE/WBE firm shall have _____ % participation of employees, and shall have _____% participation in cost in this project.

B.2 Specify the percentage of minority/women ownership in the MBE/WBE firm _____%

C. _____ The undersigned commits _____% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

Name, Address, and type of work performed by firm:

1. _____
2. _____
3. _____

D. _____ The undersigned commits _____ % of the total bid price as a subcontract to women-owned business enterprise participation. The WBE firms, which are proposed as subcontractors, are the following:

Name, Address, and type of work performed by firm:

1. _____
2. _____
3. _____

E. _____ Are there DBE firms employed by your company for services that are not directly responsible for the manufacture, supply, or service that your company provides, such as: printing, cleaning, delivery, etc.? If applicable, please list the names, address, and type of work performed by the firms:

1. _____
2. _____

3. _____

F. _____ Complete (1) and (2) below if participation goals of 1.7% can't be met.

F.1 My company cannot meet the participation goals for the following reasons:

F.2 We have taken the following steps in an attempt to comply with these participation goals:

Firm Name: _____

Address: _____

By: (sign in ink): _____

Print name: _____

Title: _____

Date: _____

Attachment B

LAWRENCE TRANSIT SYSTEM **VENDOR INFORMATION REQUEST FORM**

This form is to be completed by all vendors or bidders, regardless of DBE status, that bid or provide quotes on federally-assisted contracts pursuant to 49 CFR Part 26.11.

Date: _____

Name of Firm: _____

Address of Firm: _____

Age of Firm: _____

Phone Number: _____ Contact Name: _____

Annual Gross Receipts Category

<\$500,000 _____

\$500,000 to \$1 million _____

\$1 million to \$2 million _____

\$2 million to \$5 million _____

>\$5 million _____

Summary of Services Provided: _____

Certified DBE? _____

If yes, in which states are you certified? _____

Attachment C

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

This Certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The Regulations are published as Part II of the June 1985, Federal Register (pages 33, 036-33, 043)

Read instructions for Certification below prior to completing this certification.

1. The prospective proposer certifies, by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
2. Where the prospective proposer is unable to certify to any of the statements in this certification, such prospective proposer shall attach an explanation to this proposal.

Date

Signed - Authorized Representative

Title of Authorized Representative

Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

1. By signing and submitting this agreement, the proposer is providing the certification as set below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment D

CERTIFICATION REGARDING LOBBYING APPENDIX A, 49 CFR PART 20

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor

understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Attachment E

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature, Title of Contractor

Date

Attachment F

Cost/Price Summary Sheet

This form will be submitted with proposals in response to "Request for Proposals" (RFP) for the procurement of planning and related services.	Route and Schedule Design for Coordinated Transportation Services
Consultant Name	
Phase I Comprehensive System Inventory and Assessment	Phase Cost
Phase II Review and Develop Standards for Service, Performance, Expansion and Vehicles	
Phase III Part 1 Develop Transit Service Alternatives for 8/1/2009 Implementation	
Phase III Part 2 Develop Transit Service Alternatives for 8/1/2010 Implementation	
Phase IV Public Meetings and Final Report	
Total Project Cost	

Attachment F
Cost/Price Summary Sheet
Phase I - Comprehensive System Inventory and Assessment

This form will be submitted with proposals in response to "Request for Proposals" (RFP) for the procurement of planning and related services.		Route and Schedule Design for Coordinated Transportation Services	
Consultant Name			
Work Phase:			
Phase I - Comprehensive System Inventory and Assessment			
DETAILED DESCRIPTION	Estimated Hours	Rate/ Hour	Total Estimated Cost (\$\$)
1. Direct Labor (Specify)			
Total Direct Labor Cost	0	\$ -	\$ -
2 Labor Overhead			
Fringe Benefits (what % of Direct Labor)			
Overhead (what % of Direct Labor)			
Total of Labor Overhead			
3 Direct Material (I.e. purchase based on history, cost associated with material) (specify)			
Total Direct Material Cost			
4. Material Overhead Cost (specify what rates are included in material overhead any rates not covered in labor overhead, G&A, or Other Direct Cost)			
Total Material Overhead Cost			
5. Other Direct Cost (I.e. computer support, freight, travel, per diem, telephone, consultants)			
Number of Trips to Lawrence, KS:			
Number of Days on-site:			
Total Other Direct Cost			
6. Subcontractors (denote DBE(s) and percentage of Contract work and price)			
Total Subcontractor			
7. Profit/Net Fee (\$)			
Total for Phase I			

Attachment F
Cost/Price Summary Sheet
Phase II - Review and Develop Standards for Service, Performance, Expansion, and Vehicles

This form will be submitted with proposals in response to "Request for Proposals" (RFP) for the procurement of planning and related services.		Route and Schedule Design for Coordinated Transportation Services	
Consultant Name			
Work Phase:			
Phase II - Review and Develop Standards for Service, Performance, Expansion and Vehicles			
DETAILED DESCRIPTION	Estimated Hours	Rate/ Hour	Total Estimated Cost (\$\$)
1. Direct Labor (Specify)			
Total Direct Labor Cost	0	\$ -	\$ -
2 Labor Overhead			
Fringe Benefits (what % of Direct Labor)			
Overhead (what % of Direct Labor)			
Total of Labor Overhead			
3 Direct Material (I.e. purchase based on history, cost associated with material) (specify)			
Total Direct Material Cost			
4. Material Overhead Cost (specify what rates are included in material overhead any rates not covered in labor overhead, G&A, or Other Direct Cost)			
Total Material Overhead Cost			
5. Other Direct Cost (I.e. computer support, freight, travel, per diem, telephone, consultants)			
Number of Trips to Lawrence, KS:			
Number of Days on-site:			
Total Other Direct Cost			
6. Subcontractors (denote DBE(s) and percentage of Contract work and price)			
Total Subcontractor			
7. Profit/Net Fee (\$)			
Total for Phase II			

Attachment F
Cost/Price Summary Sheet
Phase III Part 1 - Develop Transit Service Alternatives for 8/1/2009 Implementation

This form will be submitted with proposals in response to "Request for Proposals" (RFP) for the procurement of planning and related services.		Route and Schedule Design for Coordinated Transportation Services	
Consultant Name			
Work Phase:			
Phase III Part 1 - Develop Transit Service Alternatives			
DETAILED DESCRIPTION	Estimated Hours	Rate/ Hour	Total Estimated Cost (\$\$)
1. Direct Labor (Specify)			
Total Direct Labor Cost	0	\$ -	\$ -
2 Labor Overhead			
Fringe Benefits (what % of Direct Labor)			
Overhead (what % of Direct Labor)			
Total of Labor Overhead			
3 Direct Material (I.e. purchase based on history, cost associated with material) (specify)			
Total Direct Material Cost			
4. Material Overhead Cost (specify what rates are included in material overhead any rates not covered in labor overhead, G&A, or Other Direct Cost)			
Total Material Overhead Cost			
5. Other Direct Cost (I.e. computer support, freight, travel, per diem, telephone, consultants)			
Number of Trips to Lawrence, KS:			
Number of Days on-site:			
Total Other Direct Cost			
6. Subcontractors (denote DBE(s) and percentage of Contract work and price)			
Total Subcontractor			
7. Profit/Net Fee (\$)			
Total for Phase III Part 1			

Attachment F
Cost/Price Summary Sheet
Phase III Part 2 - Develop Transit Service Alternatives for 8/1/2010 Implementation

This form will be submitted with proposals in response to "Request for Proposals" (RFP) for the procurement of planning and related services.		Route and Schedule Design for Coordinated Transportation Services	
Consultant Name			
Work Phase: Phase III Part 2 - Develop Transit Service Alternatives			
DETAILED DESCRIPTION	Estimated Hours	Rate/ Hour	Total Estimated Cost (\$\$)
1. Direct Labor (Specify)			
Total Direct Labor Cost	0	\$ -	\$ -
2 Labor Overhead			
Fringe Benefits (what % of Direct Labor)			
Overhead (what % of Direct Labor)			
Total of Labor Overhead			
3 Direct Material (I.e. purchase based on history, cost associated with material) (specify)			
Total Direct Material Cost			
4. Material Overhead Cost (specify what rates are included in material overhead any rates not covered in labor overhead, G&A, or Other Direct Cost)			
Total Material Overhead Cost			
5. Other Direct Cost (I.e. computer support, freight, travel, per diem, telephone, consultants)			
Number of Trips to Lawrence, KS:			
Number of Days on-site:			
Total Other Direct Cost			
6. Subcontractors (denote DBE(s) and percentage of Contract work and price)			
Total Subcontractor			
7. Profit/Net Fee (\$)			
Total for Phase III Part 2			

Attachment F
Cost/Price Summary Sheet
Phase IV - Public Meetings and Final Report

This form will be submitted with proposals in response to "Request for Proposals" (RFP) for the procurement of planning and related services.		Route and Schedule Design for Coordinated Transportation Services	
Consultant Name			
Work Phase:			
Phase IV - Public Meetings and Final Report			
DETAILED DESCRIPTION	Estimated Hours	Rate/ Hour	Total Estimated Cost (\$\$)
1. Direct Labor (Specify)			
Total Direct Labor Cost	0	\$ -	\$ -
2 Labor Overhead			
Fringe Benefits (what % of Direct Labor)			
Overhead (what % of Direct Labor)			
Total of Labor Overhead			
3 Direct Material (I.e. purchase based on history, cost associated with material) (specify)			
Total Direct Material Cost			
4. Material Overhead Cost (specify what rates are included in material overhead any rates not covered in labor overhead, G&A, or Other Direct Cost)			
Total Material Overhead Cost			
5. Other Direct Cost (I.e. computer support, freight, travel, per diem, telephone, consultants)			
Number of Trips to Lawrence, KS:			
Number of Days on-site:			
Total Other Direct Cost			
6. Subcontractors (denote DBE(s) and percentage of Contract work and price)			
Total Subcontractor			
7. Profit/Net Fee (\$)			
Total for Phase IV			