

**REQUEST FOR PROPOSALS**

**FOR**

**OPERATION AND MAINTENANCE**

**OF**

**LEWISTON - AUBURN TRANSIT COMMITTEE**

**(LATC)**

**TRANSIT SERVICE**

**FOR THE LEWISTON AND AUBURN AREA**

**November 2012**



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## SECTION I

### REQUEST FOR PROPOSALS

#### Project Information

The Lewiston-Auburn Transit Committee (LATC) is issuing this Request for Proposals (RFP) to firms that provide public transit services known to operate in Maine. However, any and all firms specializing in operation of public transit services are invited to submit a proposal. LATC is seeking to select a firm to operate **citylink**, a general public fixed route service and its ADA complementary paratransit service that includes operations, vehicle maintenance, and customer service functions. **LATC is a federally funded operator. The selected Contractor is required to meet all Federal, State and local operations, maintenance and administrative reporting requirements.**

LATC is in its final year of a five year contract with Western Maine Transportation Services, Inc., Auburn, Maine, to operate **citylink** and ADA complementary paratransit services. LATC intends to enter into a new agreement with the successful Proposer for a term of three (3) years with two (2) additional one-year terms.

The primary objectives of the contract operation are 1) to provide safe, efficient, and effective transit service within the revenue service hours allotted, 2) provide state of the art maintenance of LATC's fleet of 10 buses, and 3) provide a professional and friendly ride experience for each passenger. Based on the selected proposal, LATC intends to negotiate the most favorable combination of outcomes to meet the above objectives.

## A. Introduction and Purpose

Lewiston-Auburn Transit Committee (LATC) is quasi-municipal agency providing a public bus system serving the Lewiston/Auburn area, and is operated through a contract between the LATC and a private contractor providing bus operation and maintenance.

LATC is directly owned, managed, and funded by the Cities of Lewiston and Auburn. Direct oversight of the system is provided by LATC. Operating subsidies for LATC are provided through the cities, state funds, Federal Transit Administration (FTA) 5307 Urban Programs funds, and fares. LATC operates the Fixed Route System and Americans with Disabilities Act (ADA) Complementary Paratransit services through contracts with private contractors. LATC's bus system, **citylink**, operates Monday through Friday providing service on nine routes using seven (7) buses and limited service on Saturday providing service on seven (7) routes using four (4) buses. **citylink** buses run on thirty (30) minute and sixty (60) minute headways. LATC's **citylink** system operates from two hubs, one in Lewiston and one in Auburn. The Lewiston hub located on the corner of Bates Street and Oak Street is operated out of a bus station owned and maintained by LATC. The station provides restroom facilities for passengers and a driver's break room. The Auburn hub located is currently located in Great Falls Plaza and consists of a bus waiting shelter for passengers and separate facilities for drivers. LATC is working with the Maine Department of Transportation and Federal Transit Administration to construct a permanent bus station on Spring Street next to Hannaford grocery store with passenger and driver amenities. ADA Complementary Paratransit service is provided in accordance with federal law and **LATC's ADA Policies and Procedures (Exhibit G)**.

Annual ridership for FY2012 was **350,604 passenger trips** for fixed route service. A maximum of approximately **22,168 Revenue Vehicle Hours** annually are scheduled for service during the term of the contract and maximum of approximately **237,848 Revenue Vehicle Miles** per year.

Annual **ADA complementary paratransit ridership** for FY2012 was **9,814**, which includes 105 companion trips and PCA trips. **ADA Passenger Miles** for FY 2012 were approximately **24,369**. The ADA complementary paratransit service operates during regular fixed route hours of operation (effective October 1, 2012 6:00 AM to 6:15 PM and to 6:45 PM on one route), Monday through Friday, and 9:15 AM to 5:15 PM on Saturday).

ADA service is to be provided during all hours of fixed route service hours for routes that operate. The ADA fare is \$3.00.

There are a total of ten (10) buses in LATC's transit fleet. These buses are used for fixed route operations only. Buses required to carry out ADA service shall be provided by CONTRACTOR. The term of this Agreement will be for a minimum of three (3) years, with an option for two additional years, thus, significant changes and modifications to the system may be made during the term of this Agreement.

LATC Transit services are financed 13% from fares, 51% from FTA Section 5307 Urban Programs funds, 4% from MDOT and 32% from the Cities of Lewiston and Auburn for fixed route services and 19% from fares, 65% from FTA Section 5307 Urban Programs funds, and 16% from the Cities of Lewiston and Auburn for ADA complementary

paratransit services. As indicated above, FTA is the primary funding source for LATC Transit. Due to Congressional budget approval and FTA's application process, the availability of FTA funds is not always timely for the start of a fiscal year. This has the potential to cause delays in reimbursement for federal subsidy. **Delays in federal reimbursement will require the CONTRACTOR to be able to finance operations until such time that funds are available.**

LATC Transit is operated as a turn-key arrangement. The LATC's fixed route fleet is comprised of ten (10) buses: three (3) 2011 Gillig low-floor transit buses – 32/26+2 capacity, four (4) 2006 low-floor Blue Bird's -32/26+2 capacity, two (2) 2003 Thomas SLF's – 31/25+2 capacity, and one (1) El Dorado Passport – 18+2 capacity. . Also provided by LATC are Kenwood two-way radios, Main fareboxes, bus stop signs, shelters, and a 72,000 lb capacity portable lift system. LATC is responsible for setting fares, planning and scheduling, and most other policy matters. The service contractor is responsible for providing one System Manager, one Maintenance Manager, data collection and clerical personnel, marketing/public information personnel, bus operators, dispatchers, and maintenance personnel. The contractor may be requested to provide additional equipment and resources necessary to operate the system.

LATC will assign the responsibility for warranty compliance to the selected contractor. Reimbursement for warranty work will, therefore, be the responsibility of the contractor.

**B. Schedule of Proposal Evaluation and Contract Award**

	<u>Due Date</u>
RFP Released	November 9, 2012
<b>Pre-Proposal Fleet Inspection</b>	<b>December 1, 2012, 7:00-8:30 AM</b>
Pre-Proposal Meeting	December 3, 2012, 9:00 AM
<b>Deadline for Receipt of Written Questions and Requests</b>	<b>December 10, 2012, 4:00 PM</b>
<b>LATC Responses and/or Addenda Issued By</b>	<b>December 17, 2012</b>
<b>Technical and Price Proposals Due</b>	<b>January 8, 2013, 2:00 PM</b>
<b>Interview Firms (TBD by LATC)</b>	<b>January 14-17, 2013</b>
<b>Contract Award</b>	<b>February 2013</b>
<b>Service Contract Begins</b>	<b>October 1, 2013</b>

**LATC reserves the right to modify the above schedule by written notice.**

**C. Pre-Proposal Inspection, Conference, Questions and Comments**

An opportunity to inspect LATC's bus fleet will be held Saturday, December 1, 2012, at 7:00 AM, at LATC's current contractor's facility located at 76 Merrow Road, Auburn, Maine, 04210. This meeting will allow prospective firms to make cursory inspections of LATC-owned vehicles (and equipment). The fleet inspection will conclude by 8:30 AM. If you are planning on inspecting the vehicles you must contact Marsha Bennett (contact information below).

A Pre-Proposal Conference will be held on December 3, 2012, at 9:00 AM, to enable prospective Proposers to clarify additional details considered pertinent for their evaluation prior to the proposal submittal date. The meeting will be held at the **Androscoggin Valley Council of Governments Facility, 125 Manley Road, Auburn, Maine**. All questions are to be submitted in writing.

Questions and comments regarding this RFP and the attached Agreement and other Exhibits may be submitted in writing (via US Mail, email or facsimile) to:

Marsha Bennett  
Transit Coordinator  
Androscoggin Valley Council of Governments  
125 Manley Road  
Auburn, Maine 04210  
Email: mbennett@avcog.org  
Fax: (207) 783-5211

**D. Required Submittal Information**

Proposals must be received by the Androscoggin Valley Council of Governments, on behalf of LATC, no later than 2:00 p.m., January 8, 2013 (no facsimile).  
SEND OR DELIVER TO:

Androscoggin Valley Council of Governments  
125 Manley Road  
Auburn, Maine 04210

If mail delivery is used, the Proposer shall mail his/her Proposal early enough to provide for arrival by this deadline. Proposer uses mail or courier service at his/her own risk. LATC will not be liable or responsible for any late delivery of proposals. Proposals received after the date and time specified will not be considered.

Each proposing firm must submit one (1) original and ten (10) copies of its completed, signed, and dated SERVICE PROPOSAL including questionnaire, proposals on options, and any other proposal information, in sealed envelope(s) or appropriate container(s) marked "LATC Transit Service Proposal" and the name of the proposing firm.

Each proposing firm must submit one (1) original and ten (10) copies of a signed and dated COST PROPOSAL in a separate sealed envelope marked "Cost Proposal".

Additionally, SERVICE PROPOSALS must be accompanied by a signed copy of any RFP addenda issued, as well as a signed copy of the attached Agreement.

Finally, proposals must be accompanied by a BID GUARANTEE in the form of a check for twenty-five thousand dollars (\$25,000), and said check must be certified by a bank, and must be made payable to LATC; or in lieu of such a check, a Proposer may accompany his/her Proposal by a BID BOND for said amount payable to the Lewiston-Auburn Transit Committee. Bond must be signed by the Proposer, or an authorized Surety Company, all as provided by law. Such surety will be retained by LATC if the successful Proposer fails or refuses to enter into a contract.

If the Proposal consists of a "prime" contractor and one or more subcontractors, the Proposer shall identify the subcontractors in the areas of their responsibility, but LATC will enter into an agreement only with the prime contractor who shall be responsible for all services required by the attached Agreement.

By submitting a Proposal, the Proposer certifies that his/her name (as well as the name(s) of proposed subcontractor(s)) does not appear on the Comptroller General's list of ineligible contractors for Federally-assisted projects.

Upon award of a contract to the successful Proposer, all proposals shall be public records. Financial statements, submitted under separate cover with a request for confidentiality, shall be disclosed only upon order of a court with competent jurisdiction.

No Proposal shall be returned after the date and time set for opening whereof.

#### **E. Screening, Selection and Award**

Selection will take place through the process described in Section "P". Contract award will be given to the firm which:

- 1) meets minimum qualification requirements described in Section "O" below; and,
- 2) meets the Selection Criteria described in Section "P(4)".

Price is one, but not the only criteria being evaluated. LATC reserves the right to select that Proposal that best suits LATC's needs. LATC also reserves the right to award a contract based on original proposal, without negotiation with any proposer.

The Evaluation Panel will then recommend one firm, based on the results of the final scoring, for LATC approval.



**F. Lobbying**

Any party submitting a Proposal shall not contact or lobby any LATC member, employee, or agent regarding the RFP. Any party attempting to influence the Proposal, submittal, and review process may have their Proposal rejected for violating this provision of the RFP.

**G. RFP Addenda**

Any changes to the RFP requirements will be made by written addenda by LATC and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

**H. Verbal Agreement or Conversation**

No prior, current, or post-award conversations or agreement(s) with any officer, agent, or employee or agent of LATC or the Cities of Lewiston and Auburn shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

**I. 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 Master Agreement (Form FTA MA (18) dated October 1, 2011) between LATC and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Master Agreement is hereby incorporated by reference, of which it's Table of Contents has been provided at Exhibit H. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

CONTRACTOR shall comply with all relevant program changes in Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) as guidance and rulemaking are issued.

**J. No Obligation by the Federal Government**

(a) LATC and the 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 LATC, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) 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.

**K. Special Funding Considerations**

Any contract resulting from this RFP will be financed primarily with funds from the Federal Transit Administration and the Maine Department of Transportation that are made available to LATC, as well as municipal funding and farebox revenues. The contract for service is contingent upon the provision of these funds to LATC. In the event that service is reduced or eliminated due to a lack of funds, LATC reserves the right to amend or terminate any contract.

**L. Exceptions and Protest Deadline**

Once LATC protest deadline has passed, Proposers may not take exception to any requirement of the RFP.

**M. Reserved**

**N. Pre-Contractual Expense**

Pre-contractual expenses are defined as expenses incurred by Proposers and selected contractor in:

- 1) Preparing proposals in response to this RFP;
- 2) Submitted proposals to LATC;
- 3) Negotiations with LATC on any matter related to Proposal;
- 4) Other expenses incurred by Contractor or Proposer prior to date of award of any agreement.

In any event, LATC shall not be liable for any pre-contractual expenses incurred by any Proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to the RFP. LATC shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

**O. Minimum Qualification Requirements**

All timely proposals will be examined by the Evaluation Panel to determine if they meet the following minimum qualifications. Any Proposal WHICH FAILS ON ANY OF THESE ITEMS MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.

**1. CONFLICT OF INTEREST**

Any Proposal which indicates a conflict of interest in answering the Proposal QUESTIONNAIRE will be considered non-responsive and will be rejected.

## 2. PERSONNEL, EXPERIENCE, AND FINANCIAL STATUS

In order to be considered a responsive Proposer, the Proposer must have all of the following:

- (a) The firm or a general partner of the firm must have extensive recent experience in providing publicly funded transit service and operation of transit vehicles.
- (b) The firm must have and identify a proposed full-time System Manager who, at the time of service start-up, has performed well in previous jobs (include resumes) and has a minimum of three (3) years recent experience in managing a publicly funded transit service.
- (c) The firm must have and identify a proposed full-time Maintenance Manager who must be a certified mechanic and have a minimum of three (3) years recent experience in managing a diesel vehicle maintenance shop, including direct supervisory responsibility for all light and heavy maintenance functions. The experience must be with a fleet with a minimum of five (5) heavy-duty diesel vehicles.
- (d) The firm must have and identify proposed full-time personnel who have a minimum of three (3) years recent experience in overseeing customer service, accounts payable/receivable, payroll, over the counter sales, revenue and cash control, and data collection and analysis functions.
- (e) The Proposal must prove to the Evaluation Panel's satisfaction that the Proposer possesses sufficient organizational/manpower resources to accommodate turnover in management without disrupting operations. Further, the Proposal must prove to the Evaluation Panel's satisfaction that there are a sufficient number of qualified personnel dedicated to LATC service to properly operate and maintain LATC bus system.
- (f) The Proposal must demonstrate that the Proposer possesses a good operational safety record including satisfactory inspection ratings from the Department of Public Safety or other applicable enforcement agency, presenting evidence of such to LATC.
- (g) The firm must propose a comprehensive ongoing training, safety, and safety awards program for all employees associated with LATC Transit, with particular emphasis on mechanics and drivers. Proposer shall specify in hours and areas of coverage the training and safety program to be provided.
- (h) The firm must propose an adequate management information system which also addresses the requirements of the proposed agreement.
- (i) The firm must have a satisfactory record of performance, including positive

references from other contracting agencies.

- (j) The firm must propose a comprehensive employee drug testing and education program, meeting all mandates of the Federal Transit Administration.
- (k) The firm must have adequate financial resources or the ability to obtain such resources as required during performance of the agreement and must present to LATC with the latest financial statements, including Income Statement and Balance Sheet. (Information on the firm's financial status will be withheld from public review if submitted under separate cover with a request for confidentiality and unless disclosure is ordered by a court of competent jurisdiction.)

### 3. ADEQUATE PMI PROGRAM

To be considered responsive, the Proposer must propose a vehicle and equipment preventative maintenance and inspection program which meets or exceeds the requirements of this RFP, as well as the proposed agreement and the Scope of Work.

### 4. ROLLING STOCK

The firm must have resources to provide vehicles for fixed route operations should there be a need due to, not limited to but including, vehicle maintenance, breakdowns, or untimely disposition/acquisition of vehicles.

## **P. Proposal Evaluation**

### 1. General

LATC has published this Request for Proposals. It is the intent to award the Contract to the Proposer that most closely meets the specific needs of LATC, not solely on the basis of price alone.

### 2. Proposal Screening

LATC's Evaluation Panel will make an initial evaluation of all proposals. Upon that initial evaluation, the Panel will rank the proposals received in general order of quality and by how closely the proposals meet LATC's needs. The top Proposers may be invited to an interview. LATC reserves the right to award the Contract to other than the lowest cost proposal allowing for a more responsive proposal that addresses all of the above criteria and best satisfies LATC's needs. The Evaluation Panel may consider criteria other than those listed below, as necessary, in the selection process.

### 3. Interviews

Prospective Contractors may be required and shall be prepared to attend an interview with the Evaluation Panel. The System Manager and the Maintenance Manager must be available to answer questions at the interview. LATC may choose, at its sole option, not to interview all proposing Contractors. LATC may reject any or all proposals submitted, or at its sole discretion, award the Contract to the best Proposer without any interviews.

### 4. Selection Criteria

An initial screening of proposals for completeness and that minimum LATC requirements are met will be undertaken, and will reject as non-responsive any proposal which does not include all the required documents or meet the minimum requirements, and no further evaluation will be performed.

The evaluation of responsive proposals will be based on criteria established by LATC. These criteria in no general order of importance include:

- a. Proven transit management, operational, and maintenance capabilities and experience. Qualifications of staff proposed, including experience and record of accomplishments of the System Manager, Maintenance Manager, and office personnel proposed to service this Contract.
- b. Ability to provide vehicles for fixed route should the need arise and for the provision of ADA complementary paratransit service.
- c. Proposed cost for three (3) year contract.
- d. Proposed maintenance program including CONTRACTOR's PMI program, and proposed oversight of equipment, vehicles, and safety.
- e. Cash control experience and capabilities of CONTRACTOR.
- f. Financial stability of the CONTRACTOR.
- g. Completeness of the proposal submitted and compliance with Contract requirements, such as DBE, EEO, Drug Testing, etc.

### 5. LATC Rights.

LATC reserves the right to withdraw this RFP at any time without prior notice. LATC also makes no representations that any agreement will be awarded to any Proposer responding to this RFP. LATC expressly reserves the right to reject any and all proposals and to be the sole judge of the responsibility of any Proposer and of the suitability of the materials and/or services to be rendered. LATC

purpose of this RFP, does not provide an unfair advantage or disadvantage to a Proposer, and is not in violation of any State of Maine or Federal Government rules, laws and regulations that may apply to this procurement.

## SECTION II

### Questionnaire/Cost Proposal

#### LATC Transit Operations

The following questionnaire should be submitted in typewritten form. When appropriate, use LATC's forms. However, when responding to questions that require text, please use separate sheets of paper. Label and number each question and the corresponding response.

Proposals which do not include this questionnaire in the completed format will be considered non-responsive and will be rejected.

This proposal is submitted by the firm: \_\_\_\_\_

- 1) Please list the names, titles, and addresses (no PO Box numbers) of Proposer's officers/partners/owners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2) Is the firm a Maine Corporation? \_\_\_ partnership? \_\_\_ or an individual? \_\_\_ Business is under the trade name: \_\_\_\_\_.

- 3) State the number of years the Proposer has provided or managed a publicly provided and funded transit fixed route service using diesel-powered transit coaches. List time spans and describe the service provided (including annual revenue vehicle mileage, number and size of vehicles, and amount of farebox revenue collected annually for each system referenced). Identify the responsible individual, providing his/her phone number, who can verify service. Attach additional descriptive material, if needed; however, please complete the following:

Years of experience in transit operations: \_\_\_\_\_

System/Service Name & Address: \_\_\_\_\_

Date of Service: \_\_\_\_\_

Annual Miles: \_\_\_\_\_

Number & Size of Vehicles: \_\_\_\_\_

Annual Fare Revenue: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

- 4) State the number of years the Proposer has provided or managed an ADA complementary paratransit service and/or a door-to-door demand response service. List time spans and describe the service provided (including number of passenger trips and passenger miles). Identify the responsible individual, providing his/her phone number, who can verify service. Attach additional descriptive material, if needed; however, please complete the following:

Years of experience in transit operations: \_\_\_\_\_

System/Service Name & Address: \_\_\_\_\_

Date of Service: \_\_\_\_\_

Annual Passenger Trips: \_\_\_\_\_

Annual Passenger Miles: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

- 5) Specifically identify and describe the experience and qualifications of the full-time System Manager (please attach a resume) \_\_\_\_\_
- 6) Specifically identify and describe the experience and qualifications of the full-time Maintenance Manager (please attach a resume) \_\_\_\_\_
- 7) Has your firm received an "unsatisfactory" rating from law enforcement or any other regulatory agency with regard to maintenance or records at any time during the past five (5) years?
- If yes, please give details.
- 8) Is there any recent, current or pending litigation involving your firm due to accidents which have resulted in death or injury from operation of a bus system? ("Recent" shall be defined as any judgment entered or settlement reached within the past five (5) years which resulted in a dismissal of a lawsuit.)
- 9) Please list the number of preventable collision accidents for systems operated by your firm during each of the past two (2) consecutive years.
- 10) In a sealed envelope enclose your firm's most recent Income Statement and Balance Sheet.
- 11) Are there any past, current or pending financial or legal issues which might jeopardize your firm's ability to provide services per the requirements of the attached agreement at the prices quoted by you for the three year period?

If yes, please give details.



- 12) What degree of contract supervision will be required on LATC's part in order to assure that your firm is adhering to contract requirements?
- 13) Describe other organizational resources and services which your firm will provide as part of this agreement at no additional charge.
- 14) Describe your firm's proposed PMI program for all buses and other vehicles, components, and equipment used in LATC Transit service, including, but not limited to engine, transmission, brakes, chassis, wheelchair lifts, air conditioning, fareboxes, batteries, destination signs, service vehicles, two-way radios, revenue storage units, data reporting system, spare units, etc. LATC will provide a portable lift and lift stands with a 72,000 lb lift capacity. The lift can be inspected during the scheduled vehicle inspection.
- 15) Attach proposed documents to be used in PMI program. Description of PMI program should include both mileage and time intervals and should reflect PMI levels required by good practice and manufacturer warranties.
- 16) Attach the proposed driver vehicle condition reports which will be used by drivers for daily bus inspection, including specific emphasis on wheelchair lift inspection.
- 17) Describe what steps your firm will undertake to expeditiously repair/replace buses and equipment damaged or destroyed while in your possession.
- 18) Describe your firm's ability to provide rolling stock to supplement LATC's fleet should the need arise due to repairs, preventive maintenance, collision or other.
- 19) Please describe your firm's experience with providing complementary paratransit service in accordance with the American's with Disabilities Act of 1990. Describe the level of involvement, including the certification process, dispatching, transporting, and knowledge of 49 CFR Parts 37 and 38. Describe how capacity constraint issues are resolved. Include a list of vehicles that will be used to provide the ADA service.
- 20) Please describe your firm's experience with cash control. Please describe what internal controls you propose to maintain security of the farebox revenue from the time the passenger deposits the fare into the farebox until possession of the revenue for deposit into the your bank account. Please describe how you propose to maintain security of the pass sales revenue from the time a customer purchases a pass or ticket from a vendor or from CONTRACTOR until possession of the revenue for deposit into the your bank account.
- 21) Please explain what experience your firm has with regard to the proper management of warranty repairs and warranty compliance issues.
- 22) Describe the extent of your firm's experience with heavy maintenance (i.e., complete rebuilding and refurbishing of engines, transmissions, and other components) of heavy-duty, diesel-powered transit coaches. Please be specific regarding the type of buses, engine, transmission, etc.

- 23) Present a proposed organizational chart.
- 24) What is your firm's proposal with regard to use of the current CONTRACTOR's employees?
- 25) Describe safety program, whether current or proposed. Describe in detail the training/evaluation/ongoing safety program being proposed for drivers, dispatchers, supervisors, and information service personnel. Include your description of the proposed areas covered, frequency, minimum number of hours per employee, etc. Attach any proposed personnel policy. Provide current company safety program policies.
- 26) Attach an example of your firm's proposed Management Information System forms which will be used to report the operational/financial data, including National Transit Database fixed route survey reporting, required in the "Scope of Work."
- 27) Indicate in brief why you consider your firm to be the best to perform this contract. Please indicate any new and/or creative ideas that would provide the LATC with a high quality, safe, efficient and responsive transit operation.
- 28) What is your firm's experience with FTA drug and alcohol testing? Please attach a copy of your Drug and Alcohol Policy and your FTA-compliant drug testing program.
- 29) Disadvantaged Business Enterprises (DBE)

A "Disadvantaged Business Enterprise" (DBE) is defined as a business at least 51% of which is owned, operated, and controlled by one or more individuals who are socially and economically disadvantaged. Individuals that are socially and economically disadvantaged are Women, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Subcontinent Asian Americans and other groups identified by the Small Business Administration (SBA).

Is the individual proposing firm a Minority Business Enterprise as defined above?

Yes\_\_\_\_\_ No\_\_\_\_\_

Women's Business Enterprise? Yes\_\_\_\_\_ No\_\_\_\_\_

- 30) LATC is moving forward with becoming an FTA Direct Recipient for FY2013 and is working on submitting the required paper work and documents, one of which is establishing a Disadvantaged Business Enterprise (DBE) goal.

Once the goal is established, how will your firm reach out to DBEs to help meet this goal through contracts and subcontracts?

Please submit a written intent of meeting these goals.

Please submit the names, to the extent known, of proposed DBE subcontractors, a description of the work each is to perform, and the dollar value of each proposed DBE subcontract.

- 31) Describe your firm's approach to utilizing Customer Service Representative(s), especially relating to telephone information services for both fixed route and ADA Complementary Paratransit.

What type of empathy, customer relations, telephone technique, and/or public speaking training has the Representative(s) received in the past? What type of empathy, customer relations, telephone technique, and/or public speaking training does your firm propose for this person(s) during the course of this contract?

How will your firm ensure that LATC Transit's telephone information lines are answered only by personnel properly trained in customer relations and with comprehensive knowledge of the transit system?

- 32) If LATC were to waive the Performance Bond, would there be a cost savings to LATC. If so, how much?
- 33) Specifically identify and describe the experience and qualifications of the office personnel (please attach a resume). Identify where these persons obtained the required experience described in the "Minimum Qualifications" of the RFP.
- 34) LATC uses the services of Alternate Transit Advertising, a New Hampshire based advertising sales agency, to sell advertising on **citylink** buses. Advertising is primarily sold on the exterior of the buses; however, interior bus advertising and bus shelter advertising are options. Explain how your firm will assist with installing, removing, maintaining, and performing other related functions related to exterior sign frames, exterior sign advertising, and bus wraps.

## STATEMENT OF PRINCIPALS

Principals in your firm interested in the foregoing proposal are as follows:

(Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principals of that firm, as stated herein. If Proposer or other interested person is a corporation, it must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents. State the legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME	BUSINESS ADDRESS	INTEREST (Owner, Partner, etc.)

Attach additional sheets if necessary.

Signature of Authorized Official: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, ST, Zip: \_\_\_\_\_

## PROPOSER'S BOND

Know All Men by These Presents,

That we \_\_\_\_\_

\_\_\_\_\_ AS PRINCIPAL, and

\_\_\_\_\_

\_\_\_\_\_

AS SURETY, and held and firmly bound unto the Lewiston-Auburn Transit Committee, hereinafter called the LATC in the penal sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), submitted by said principal to LATC, for the work described below, for the payment of which sum in lawful money of the United States, Well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

### THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above mentioned Proposal to LATC for certain services for which said proposals are to be opened at AVCOG, Auburn, Maine on Tuesday, January 8, 2013 specifically described as follows:

### The Management and Operation of LATC Transit Bus Service

NOW THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the signature, enters into a written contract, in the prescribed form in accordance with the proposal, and files the bond with LATC to guarantee faithful performance, then this obligation shall be null and void; otherwise it shall remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this  
day of \_\_\_\_\_ A.D., 2013

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

Principal

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

Surety

Address \_\_\_\_\_

\_\_\_\_\_

NOTE: Signature of person(s) executing this instrument for surety must be properly  
acknowledged.

**TRANSIT SERVICES COST PROPOSAL  
SUMMARY OF UNIT RATES**

Proposer: \_\_\_\_\_

**FIXED ROUTE SERVICE:**  
Revenue Vehicle Hours: 22,168  
Revenue Vehicle Miles: 237,848

**ADA COMPLEMENTARY PARATRANSIT**  
Passenger Miles (FY2012): 24,369

<b>First Contract Year: 10/1/2013 - 9/30/2014</b>	<b>Fixed Annual Fee</b>	<b>Fee per Revenue Vehicle Hour</b>
Fixed Route Operating (Excluding Fuel)	\$	
Fixed Route Maintenance	\$	
<b>Sub-Total</b>	\$	\$
ADA Complementary Paratransit	\$	
<b>TOTAL</b>	\$	\$

<b>Second Contract Year: 10/1/2014 - 9/30/2015</b>	<b>Fixed Annual Fee</b>	<b>Fee per Revenue Vehicle Hour</b>
Fixed Route Operating (Excluding Fuel)	\$	
Fixed Route Maintenance	\$	
<b>Sub-Total</b>	\$	\$
ADA Complementary Paratransit	\$	
<b>TOTAL</b>	\$	\$

<b>Third Contract Year: 10/1/2015 - 9/30/2016</b>	<b>Fixed Annual Fee</b>	<b>Fee per Revenue Vehicle Hour</b>
Fixed Route Operating (Excluding Fuel)	\$	
Fixed Route Maintenance	\$	
<b>Sub-Total</b>	\$	\$
ADA Complementary Paratransit	\$	
<b>TOTAL</b>	\$	\$

<b>First Option Year: 10/1/2016 - 9/30/2017</b>	<b>Fixed Annual Fee</b>	<b>Fee per Revenue Vehicle Hour</b>
Fixed Route Operating (Excluding Fuel)	\$	
Fixed Route Maintenance	\$	
<b>Sub-Total</b>	<b>LEAVE BLANK. TO BE NEGOTIATED.</b>	
ADA Complementary Paratransit		
<b>TOTAL</b>	\$	\$

<b>Second Option Year: 10/1/2017-9/30/2018</b>	<b>Fixed Annual Fee</b>	<b>Fee per Revenue Vehicle Hour</b>
Fixed Route Operating (Excluding Fuel)	\$	
Fixed Route Maintenance	\$	
<b>Sub-Total</b>	<b>LEAVE BLANK. TO BE NEGOTIATED.</b>	
ADA Complementary Paratransit		
<b>TOTAL</b>	\$	\$

Fixed Route Maintenance are items allowed under FTA rules to be reimbursed using capital funds under FTA 5307 Urban Program funds.

**Fixed Route Operating expenses are to exclude the cost for fuel. Arrangements will be made to have all *citylink* buses fueled at Lewiston Public Works (LPW), 103 Adams Street, Lewiston. LPW will bill the Contractor directly for the fuel, which will be passed on to LATC for payment.**

**The cost proposal for ADA is to be an annual cost total that includes the cost for fuel.**



## TRANSIT SERVICES COST PROPOSAL

Proposer\_\_\_\_\_

The rates stated by CONTRACTOR in this Transit Services Cost Proposal shall be charged for existing services, expanded services, or reduced services within the context of the terms established in the attached Agreement.

This Cost Proposal and other attached proposal materials represent an offer to do work as described in LATC's Request for Proposals. The Cost Proposal instructions have been followed. It is understood that this offer shall remain valid for sixty (60) days from the date of proposal opening unless withdrawn or renegotiated before the proposal submission deadline.

The undersigned, as proposer, declares that he/she has carefully examined the location of the proposed system, the other contract documents, and the requirements therein referred to; and he proposes and agrees that, if this proposal be accepted, he will contract with LATC of Androscoggin County, a Quasi-Municipal organization under the laws of the State of Maine, to provide all necessary labor, and any necessary tools or equipment not provided by LATC, and do all the work specified in the contract in the manner and time therein set forth, required to implement, operate, manage, and maintain the system.

SIGNATURE OF PROPOSER:

\_\_\_\_\_  
(Person Authorized to Bind Company)

\_\_\_\_\_  
(Type Name & Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State & Zip

### **SECTION III**

#### **PURCHASE OF TRANSIT SERVICE CONTRACT**

Agreement for Operation and Maintenance  
LATC of Androscoggin County  
Public Transit Services

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Lewiston-Auburn Transit Committee, a Quasi-Municipal organization, (hereinafter referred to as "LATC"), and \_\_\_\_\_, (hereinafter referred to as "CONTRACTOR").

#### **RECITALS:**

1. LATC is authorized by its Interlocal Agreement to furnish and operate public transit services, to enter into a CONTRACT with any operator to provide such services. LATC desires to exercise such authority within its limits, within portions of the Lewiston and Auburn area, and has determined that it is in the general welfare of the residents of Lewiston and Auburn to do so.
2. LATC issued a "Request for Proposals" to provide such service, hereinafter referred to as "RFP." Addenda numbers \_\_\_\_\_ that were issued to the RFP prior to the signing of this CONTRACT are also included in this Agreement. The "Scope of Work" is attached hereto and incorporated herein by reference.
3. CONTRACTOR submitted a proposal dated \_\_\_\_\_, 2013, (hereinafter referred to as "Proposal"), responsive to the RFP to provide such services in the method and manner and at the costs set forth in the Proposal. Said Proposal is attached hereto and incorporated herein by reference.
4. CONTRACTOR represents hereby that it is in the business and fully qualified in the field of public transit, and is fully willing and able to perform this Agreement at the costs specified herein, and with level of service and operating quality specified herein, including all attached Exhibits, inclusive. LATC has awarded this Agreement in reliance upon such representations, and on CONTRACTOR'S particular skills, experience, and abilities as represented by CONTRACTOR.

#### **AGREEMENTS:**

For and in consideration of all of the above covenants, conditions and agreements set forth herein, CONTRACTOR agrees to provide the implementation, operation, and maintenance of a public transit system to LATC'S satisfaction, and LATC agrees to compensate CONTRACTOR therefore, all as specified herein below.

## 1. RULES OF CONSTRUCTION AND DEFINITION

Unless otherwise apparent from the context, or otherwise specifically defined elsewhere in this Agreement, the parties agree that the following words and phrases shall be construed and/or defined as follows:

### A. Rules of Construction:

The singular includes the plural and the plural includes the singular. "Shall" is mandatory and "may" is permissive. The masculine gender includes the feminine and neuter.

### B. Definitions:

- i) ADA. "ADA" shall mean ADA complementary paratransit service for persons with disabilities.
- ii) Business Days. "Business Days" shall mean days when the Transit Coordinator's office is open for regular business.
- iii) Contract Documents. "Contract Documents" shall mean the documents specified in Paragraph 27 and shall have the order of precedence specified therein.
- iv) Days. "Days" shall mean calendar days.
- vii) DPS. "DPS" shall mean the Department of Public Safety for the State of Maine.
- v) FTA. "FTA" shall mean the Federal Transit Administration.
- vi) In-service. "In-service" shall mean the time during which a bus is in enroute, or authorized detours, and stopping to load or unload passengers, or such other times a bus is available for use by the general public, or as otherwise specified to the benefit of LATC.
- vii) LATC. "LATC" shall mean the mean the Lewiston-Auburn Transit Committee.
- viii) LATC Transit. "LATC Transit" shall mean fixed route and ADA complementary paratransit service provided in accordance with the terms of this Agreement.
- ix) MDOT. "MDOT" shall mean the Maine Department of Transportation.

- x) Out-of-Service. "Out-of-Service" shall mean all times other than when the bus is in-service. Out-of-service shall include all time spent driving to the beginning point on the route, or moving buses from one route to another route or location, commonly called "dead-heading" in the industry, other than time expressly approved by it Coordinator as in-service time, based on direct benefit to LATC.
- xi) Public Transit or Public Transportation. "Public Transit" or "Public Transportation" shall mean fixed route and ADA complementary paratransit services provided in accordance with this agreement.
- xii) Road call. "Road Call" shall mean any occurrence, in or out of service, due to a mechanical malfunction, where:
  - a) a bus exchange is made, or
  - b) repairs in the field are made, or
  - c) a bus is towed.
- xiii) Transportation Manager The "Transit Coordinator" is designated by LATC as the person charged with the supervision and oversight of CONTRACTOR'S performance of this Agreement.
- xiv) Vehicle Miles or Hours. "Vehicle Miles or Hours" shall mean the miles traveled by the buses provided by LATC for use by CONTRACTOR to perform this Agreement or the hours spent by CONTRACTOR'S employees in driving such buses, while on a route specified in Attachment 1 a detour from such route authorized by this Agreement, and out-of-service miles or hours spent traveling to and from a route's starting or ending point. The vehicle service hours shall be limited to those of the employee actually driving the bus, and shall not include those of other employees riding on the bus for training or other purposes.

## **2. TERMS OF AGREEMENT**

- A. **Initial Term:** The initial term of this Agreement shall be from October 1, 2013 through and including September 30, 2016.
- B. **Extension Options:** Upon completion of the initial term, LATC, at its sole discretion, may extend the term of this agreement on a year-to-year basis, with compensation as specified in CONTRACTOR'S proposal for option years. However, this Agreement shall not extend more than two (2) years beyond the initial term ending on September 30, 2016.

### **3. SCOPE OF WORK**

#### **Operations**

Commencing on October 1, 2013, CONTRACTOR agrees to provide public transportation services in accordance with the routes, number of annual vehicle miles and hours, and service area specified in the Cost Proposal attached hereto as part of the CONTRACTOR'S proposal. Said level of service shall continue to be provided by CONTRACTOR until an amended Service and Payment Schedule is substituted pursuant to this Agreement, whereupon CONTRACTOR shall comply with the amended schedule from and after its effective date.

In and for the consideration specified in contract documents, CONTRACTOR agrees to do all things necessary to manage, operate, and maintain a public transportation system to LATC'S satisfaction as required by this Agreement and the corresponding Scope of Work, including, but not limited to the following:

- A. Operational management, employment and supervision of all personnel, including managers, drivers, dispatchers, supervisors, service and maintenance personnel, clerks, customer service personnel, and field maintenance personnel; Provision of qualified supervisory personnel during all hours of operation.
- B. Day-to-day operation of bus services, including provision of dispatching services during all hours of operation.
- C. Provision of a customer service office and maintenance facility located in Lewiston or Auburn.
- D. Provision of a secured facility in Lewiston or Auburn where LATC buses are parked during non-service hours.
- E. Provision of a satisfactory spare parts/component/supplies/ inventory for LATC-provided buses and all other equipment used to provide services per the requirements of this Agreement; Provision of all small operational related items such as cleaning materials, rags, nuts and bolts, and office supplies.
- F. Operation of an ongoing training, retraining, and safety program for drivers, dispatchers, mechanics and supervisory personnel.
- G. Provision of all equipment not otherwise provided by LATC.
- H. Operating a satisfactory preventative maintenance, cleaning and major component rebuilding/replacement program and providing for the repair of all buses, vehicles, two-way radios, fare boxes, data systems and all other LATC-provided equipment as required by this Agreement.

- I. Develop and implement a public relations plan approved by LATC regarding promotion of the services associated with this Agreement, including telephone information services, community service, posting transit-related advertisements inside and outside buses and distributing schedules.
- J. Establishing and maintaining a management information system on operations, labor, training, accidents, all buses and LATC-provided equipment, as specified under reporting of the Scope of Work.
- K. Preparation of budgets, analysis, and reports of the financial and other matters pertaining to the bus services.
- L. Clerical, statistical, and bookkeeping services as required by this Agreement.
- M. Providing all drivers with LATC-approved uniforms.
- N. Maintaining any general insurance coverage not provided by LATC, including documentation to LATC.
- O. Repairing/replacing LATC-provided buses and equipment in an expeditious manner if such buses or equipment are damaged or destroyed while in CONTRACTOR'S possession.
- P. Having the ability to provide vehicles, in addition to LATC's, to meet the demands of system.
- Q. Performing all other work as may be necessary to comply with the requirements of this Agreement.
- R. Implement and administer a drug and alcohol testing program as required by LATC and FTA.
- S. Collect and provide to LATC data required for National Transit Database reporting.
- T. Meet and coordinate with LATC or its coordinator on a frequent basis, not less than weekly.
- U. All such services shall conform to all requirements, laws or ordinance, of all Federal, State, and/or local regulatory agencies and government.

#### **4. TERMINATION**

- A. **DURING INITIAL TERM:** This Agreement may be terminated by LATC in the event of a material breach by CONTRACTOR. A "material breach" for this purpose shall include, but not be limited to the following items:

- 1) Repeated failure by CONTRACTOR to operate service on time, or to complete trips, per the published bus schedule requirements of this Agreement. Bus schedules may be adjusted periodically to changes. Late service resulting from highway improvement projects shall not constitute a material breach.
- 2) Repeated failure by CONTRACTOR to provide a sufficient number of operable, clean, and road-worthy buses to operate full service on all routes then in effect. "Road worthy" for this purpose means buses which conform to all safety requirements of the DPS and other applicable regulatory agencies, and which are fully operable.
- 3) Failure by the CONTRACTOR to operate a safe service (e.g., having a chargeable accident record higher than industry norms).
- 4) Failure by the CONTRACTOR to provide a preventative maintenance and repair program which in all respects conforms to the requirement of this Agreement, the Maine Department of Transportation and other applicable regulatory agencies.
- 5) Invalidation or lessening of warranty coverage on LATC-provided buses or equipment due to CONTRACTOR'S negligence in complying with warranty requirements.
- 6) Failure by the CONTRACTOR to provide qualified personnel, training, parts, supplies, or equipment required in this Agreement.
- 7) Repeated failure by CONTRACTOR to provide services to the public in a courteous manner.
- 8) Failure by the CONTRACTOR to make the corrections specified by the Transit Coordinator in Notices of Deficiencies, at the times specified.
- 9) Failure by the CONTRACTOR to submit the required reports on time or in a truthful, accurate format.
- 10) Failure by the CONTRACTOR to expeditiously repair or replace LATC-provided buses or equipment damaged or destroyed while in CONTRACTOR'S possession.
- 11) CONTRACTOR'S use of LATC-provided buses, equipment, or facilities for purposes other than those authorized by LATC.
- 12) Failure by the CONTRACTOR to pay taxes, Social Security withholding taxes, or other taxes and fees mandated by the State of Maine or the Federal Government.

LATC reserves the right to terminate this Agreement immediately in the event of material breach by the CONTRACTOR.

LATC, at its sole discretion, may terminate this Agreement at any time if LATC TRANSIT service is eliminated due to a lack of funds. Such termination shall be effective on a thirty (30) day written notice and the payment of all consideration earned to date by CONTRACTOR. Acceptance of such final payment by CONTRACTOR shall constitute a complete accord and satisfaction as between the CONTRACTOR and LATC.

This Agreement may also be terminated at any time upon mutual agreement between both parties.

- B. DURING OPTION TERMS: Termination during option terms shall be made in the same manner and for the same reasons as during the initial term.

## **5. LATC'S REMEDIES ON BREACH**

It is understood and agreed that in the event of failure by CONTRACTOR to perform services required by this Agreement, in addition to all other remedies, penalties and damages provided by law, LATC may provide such services, and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to LATC to provide such services, or the costs shown on the Services and Payment schedule, whichever is greater.

## **6. ADMINISTRATION OF CONTRACT**

CONTRACTOR'S compliance with this Agreement shall be supervised and administered by LATC.

## **7. SYSTEM MANAGEMENT**

The System Manager shall be responsible for monitoring all aspects of the system operation and maintenance, including but not limited to, ridership, quality of service, fare collection, maintenance and repair work, attitudes, motivations, and performance of all personnel.

## **8. BUSES AND EQUIPMENT**

LATC shall supply CONTRACTOR with the buses and equipment specified in the Scope of Work and RFP or any subsequent amendments hereto for fixed route operations. CONTRACTOR shall supply all necessary equipment to provide ADA complementary paratransit services as specified in the Scope of Work and RFP or any subsequent amendments hereto. CONTRACTOR shall provide all other equipment necessary to operate the transit system as specified in this Agreement.



CONTRACTOR shall have the ability/resources to provide buses to meet schedule demands.

**9. EMPLOYEE QUALIFICATIONS/TRAINING/WORK RULES**

CONTRACTOR shall comply with the employee qualification, training, and work rule requirements specified in Section IV for all employees, whether full-time or part-time.

**10. TELEPHONE SERVICE**

CONTRACTOR shall comply with the Scope of Work, relative to the delineation of telephone requirements.

**11. HOLIDAYS**

CONTRACTOR agrees to furnish services in accordance within schedules established by LATC. Non-operating days and/or holiday schedules shall coincide with the following holidays:

<b>Holiday</b>	<b>FY2014 Oct 13 – Sept 14</b>	<b>FY2015 Oct 14 – Sept 15</b>	<b>FY2016 Oct 15 – Sept 16</b>
Thanksgiving Day	Nov. 28, 2013	Nov. 27, 2014	Nov. 26, 2015
Christmas Day	Dec. 25, 2013	Dec. 25, 2014	Dec. 25, 2015
New Year's Day	Jan. 1, 2014	Jan. 1, 2015	Jan. 1, 2016
Memorial Day	May 26, 2014	May 25, 2015	May 30, 2016
Independence Day	July 4, 2014	July 4, 2015 (Sat.)	July 4, 2016
Labor Day	Sept. 1, 2014	Sept. 7, 2015	Sept. 5, 2016

CONTRACTOR shall post notice of holiday schedule, if service is provided or not provided, in all buses used in LATC TRANSIT service at least one (1) week in advance of each upcoming holidays, as well as issue press releases to local newspapers, television station, and radio stations regarding such.

**12. CHANGES IN LEVEL OF SERVICE**

The level of service required of CONTRACTOR shall be as specified in the Cost Proposal which is in effect at the time in question. The procedures for implementing changes in the level of service are specified in Scope of Work.

### 13. COMPENSATION/PAYMENT

The methods and basis of compensation and payment under this Agreement are specified in Section IV, Part 3, Compensation and Payment.

### 14. INSURANCE

#### a. General Insurance Provisions (Non-Vehicle)

CONTRACTOR shall procure and maintain for the duration of this Agreement, insurance against claims for injuries and/or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his/her agents, representatives, employees, or subcontractors.

The contract **shall carry** insurance at a minimum coverage through the duration of the contract as follows:

i.) Statutory Workmen's Compensation whether self-employed or other form of business entity and/or disability protection plan for self-employed contractors.

ii.) Contractor's Public Liability and Property Damage:

#### Bodily Injury

Each person	\$500,000
Each accident	\$500,000

#### Property Damage

Each accident	\$500,000
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and to name LATC as an additional insured under its policies. The Contractor also agrees to provide a Certificate of Insurance with provision for a thirty (30) day cancellation notice to LATC.

#### Type and Scope of Required Insurance

1. Commercial General Liability: coverage in an amount no less than \$1,000,000 per occurrence for bodily injury and property damage. If a general aggregate limit shall apply to this coverage, the aggregate limit shall apply separately to this project.
2. Worker's Compensation Insurance: with statutory limits as required by the State of Maine.

Any deductibles or self-insured retentions must be declared to and approved by LATC. At the option of LATC, either: insurer shall reduce or

eliminate such deductibles or self-insured retentions as respects LATC, its officers, officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Worker's Compensation insurance shall be endorsed to provide that it shall not be canceled or altered without first giving 30 days prior written notice to LATC by Certified Mail and that all rights of subrogation against LATC, its officers, officials, employees, agents or volunteers are waived.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A.

CONTRACTOR shall provide LATC with original endorsements affecting coverage required by the Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by LATC before final execution of this Agreement.

b. Fidelity Bond/Theft Insurance

CONTRACTOR shall secure for its employees a fidelity bond or theft insurance protecting LATC from employee theft up to the amount of ten thousand (\$10,000) for any one occurrence. Such fidelity bond or insurance policy shall name LATC as loss payee with respect to amounts claimed thereunder arising out of CONTRACTOR'S performance under this Agreement. CONTRACTOR shall provide LATC with a copy of said bond or policy accompanied by proof of payment for same.

c. Vehicle Liability, and Collision and Comprehensive Insurance

CONTRACTOR understands it shall provide liability insurance for the LATC'S transit and service vehicles and will add LATC as an additional insured to the CONTRACTOR liability policy.

Liability insurance shall be provided and maintained throughout the life of the contract at \$10,000,000 per occurrence, as follows:

Motor Vehicle Public Liability and Property Damage:

Bodily Injury

Each person \$500,000

Each accident \$500,000

Property Damage

Each accident \$500,000

CONTRACTOR understands that it shall be fully responsible for the liability deductible, and for any comprehensive deductible, and for any collision deductible for all transit vehicle accidents.

CONTRACTOR shall give prompt notice to LATC and the Contractor's insurance provider of any occurrence, accident, loss, incident or event which might give rise to a claim. That notice must include the date, time, place and circumstances of the occurrence including the names and addresses of any potential claimants and/or witnesses.

#### **15. INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR hereby agrees to indemnify, defend, release and hold LATC and its officers, officials, employees, agents or volunteers harmless from any claims, liability actions, damages, penalty, or cause of liability imposed for injury, including death and property damage, by any person including CONTRACTOR, its employees and agents from any cause whatsoever in any manner whether directly or indirectly caused, occasioned, or contributed to, or claimed to be caused, occasioned, or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of the CONTRACTOR, or of anyone acting under CONTRACTOR'S direction or control, or on its behalf, or of LATC, or of anyone acting under LATC'S direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this Agreement, regardless of the existence or degree of fault or negligence, whether active or passive, sole or concurrent (but excluding gross negligence or intentional acts), on the part of LATC or anyone acting under its direction or control, or on its behalf. In addition, CONTRACTOR shall indemnify LATC, its officers, officials, employees, agents or volunteers from CONTRACTOR'S failure to comply with all applicable laws and regulations.

Indemnification shall not be limited by the limits of any insurance to be maintained by the CONTRACTOR hereunder and shall survive the termination/expiration of this Agreement.

#### **16. MAINTENANCE RECORDS AND INSPECTION**

Records of all maintenance and inspections shall be kept and made available to LATC, MaineDOT, the Bureau of Public Safety and/or other regulating or law enforcement agencies with jurisdiction when requested. LATC maintains the right to inspect, examine and test, at any reasonable time, any equipment used in the performance of the work in order to insure compliance with this agreement. Such LATC inspection shall not relieve the CONTRACTOR of the obligation to continually monitor the condition of such buses and to identify and correct all substandard or unsafe conditions immediately upon discovery. CONTRACTOR shall transport all such vehicles at CONTRACTOR's expense, to LATC's designated inspection facilities when requested by LATC.

In the event that CONTRACTOR is instructed by LATC, MaineDOT, the Bureau of Public Safety, or any other regulatory or law enforcement agency to remove any equipment from service due to mechanical and/or safety reasons, CONTRACTOR shall make any and all specified corrections and repairs to the equipment and resubmit the equipment for inspection and testing before it is placed in service.

## **17. FEDERAL, STATE AND LOCAL LAWS**

CONTRACTOR warrants and covenants that they shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this Agreement.

CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act [42 USC 1857 (h)], Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibits the use under non-exempt Federal contracts, grants or loans of facilities on the EPA List of Violating Facilities. CONTRACTOR shall report violations to FTA and the USEPA Assistant Administrator for Enforcement (EN-329).

CONTRACTOR shall comply with Section 103 of the CONTRACT Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 4). Under Section 1103 of the Act, CONTRACTOR shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1 1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day, or forty (40) hours in the work week.

CONTRACTOR shall hold LATC harmless from any claims or charges by reason of CONTRACTOR's or any subcontractor's failure to comply with the above Act's or any regulations adopted pursuant thereto and shall reimburse LATC for any fines, damages, or expense of any kind incurred by it for reason of said failure.

CONTRACTOR, by signing this Agreement, certifies that his/her name does not appear on the Comptroller General's List of Ineligible Contractors for federally-assisted projects.

Policy. It is the policy of the United States Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in while or in part with Federal funds under this Agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Agreement.

MBE Obligation. CONTRACTOR agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 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 Agreement. In this regard, CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority businesses have the maximum opportunity to compete for and perform contracts. CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Failure to carry out the requirements set forth in the two above-mentioned paragraphs shall constitute a material breach of this Agreement and, after notification of the DOT, may result in the termination of this Agreement by LATC or such remedy as LATC deems appropriate.

CONTRACTOR shall comply with Section 23.45 (h) and Appendix A of 49 CFR Part 23 (See "Federal Register," Volume 46, No. 80, April 27, 1981, pages 23461 and 23462).

## **18. NON-DISCRIMINATION**

- A. Equal Employment Opportunity. In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin or ancestry. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated equally during their employment without regard to their race, religion, color, sex, age, or nation origin or ancestry. CONTRACTOR must submit a properly executed and current Employer Report (EEO-1) upon request by LATC.
- B. Non-discrimination in Service. CONTRACTOR shall not discriminate, nor allow any of its officers, employees, or agents to discriminate against any passenger or patron because of race, color, sex, age, or national origin or ancestry.
- C. Notice of Discrimination Complaint. CONTRACTOR shall notify LATC of any discrimination complaints.
- D. CONTRACTOR Sole Expense. CONTRACTOR shall, at its sole cost and expense, conform to any final orders issued by any State or Federal agency with jurisdiction to correct CONTRACTOR'S discrimination in employment and/or ridership and shall fully save harmless and indemnify LATC in this regard.

**19. PERMITS TO OPERATE**

At its sole cost and expense, CONTRACTOR shall obtain any and all permits, licenses, certificates, or entitlements to operate as are now or hereafter required by any agency, to enable CONTRACTOR to perform this Agreement, and shall provide copies of all such entitles to LATC when received by CONTRACTOR.

**20. NOTICE OF DEFICIENCIES**

The Transit Coordinator may issue a Notice of Deficiencies to CONTRACTOR, specifying areas of unsatisfactory performance and specifying what improvements are necessary to correct the deficiency or deficiencies. Such notice shall specify the provision(s) of this Agreement which address the issue.

CONTRACTOR shall correct the deficiency within reasonable time limits specified by LATC.

**21. REQUEST FOR PROPOSALS AND PROPOSAL**

In addition to the specific duties of CONTRACTOR set forth herein, the parties intend that the public transportation system described in the RFP, Scope of Work and CONTRACTOR's Cost Proposal is that which CONTRACTOR shall provide. CONTRACTOR, therefore, covenants to all things required by the RFP and proposal, whether or not specifically recited herein.

**22. FORCE MAJEURE**

CONTRACTOR shall not be charged, nor shall LATC demand from CONTRACTOR, damages because of failure in providing the services indicated in this Agreement due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes of excusable delay may include acts of public enemy, military attack and/or other actions, fires, floods, snow stores, earthquakes, epidemic, quarantine, restrictions, strikes, freight embargoes, 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.

CONTRACTOR shall be entitled to no compensation for any service, the performance of which is excused pursuant to this paragraph.

In the event that CONTRACTOR is unable to provide the services indicated due to any cause, he shall make reasonable attempt to so notify the public including notification to local newspapers, and if appropriate, local radio and television stations.

Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent importance of this Agreement, CONTRACTOR, on a timely basis, shall notify LATC of the facts and, thereafter, shall report to LATC all relevant information then known to CONTRACTOR, and shall continue to so report.

**23. NO CONFLICTING USES**

CONTRACTOR shall not operate, lease or charter LATC-provided buses and equipment used for this Agreement for any purpose other than this Agreement, unless specifically authorized by LATC or the Transit Coordinator.

**24. NOTICE**

All notices shall be made by certified United States mail, postage prepaid, return receipt requested, or hand-delivered, addressed as follows:

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LATC

Marsha Bennett, Transit Coordinator  
Lewiston-Auburn Transit Committee  
c/o Androscoggin Valley Council of Governments  
125 Manley Road  
Auburn, Maine 04210

Service of such notices shall be deemed complete on the date of deposit in the United States Mail or hand-delivered.

**25. NOT CONTRACT OF EMPLOYMENT**

It is understood and acknowledged that this Agreement is not a CONTRACT of employment between LATC and the CONTRACTOR or any agents, officers, or employees of CONTRACTOR. CONTRACTOR is, and shall at times be, deemed to be an independent CONTRACTOR. CONTRACTOR is not authorized to bind LATC to any CONTRACTS or other obligations. CONTRACTOR is not an agent of LATC, and shall at no time represent itself to be such agent or employee.



## **26. PERFORMANCE BOND**

CONTRACTOR shall perform no services pursuant to this Agreement, nor be entitled to compensation therefore, unless and until CONTRACTOR submits a bond or other acceptable security to LATC, such bond executed by CONTRACTOR and a surety company licensed to do business as such in the State of Maine, such bond in the amount of TWENTY PERCENT (20%) of the first year's CONTRACT price, and which shall at all times be kept in full force and effect. The condition of such bond shall be that CONTRACTOR shall fully and faithfully perform all conditions and covenants of this Agreement or that the face amount of such bond shall be forfeited to LATC.

The bond may be a renewable one-year bond, and shall be renewed annually before its expiration date, provided, however, that such bond must remain in full force and effect from and after the date LATC makes any demands for payment on the bond until LATC release such claim. Provision of such bond or its equivalent, approved by LATC, is a material covenant of this Agreement. LATC shall not approve any security which is not unconditionally payable to LATC upon LATC demand.

## **27. PRECEDENCE OF CONTRACT DOCUMENTS**

The total agreement between the parties consists of the documents specified in this section. In the event of a conflict or ambiguity arising between such documents or any term therein, the document executed later in time shall prevail over the document executed earlier in time, as follows:

- A. Any supplemental agreements executed after the date of this Agreement or orders issued pursuant to this Agreement.
- B. This Agreement, including Exhibits A through H.
- C. The Request for Proposals and Addenda, if any.

## **28. CONTINUITY**

This Agreement is binding upon each of the parties and their respective heirs, executors, assigns, and successors.

## **29. ASSIGNMENT (CONTRACTOR)**

The performance of this Agreement may not be assigned, or in any way subcontracted on a continuing basis, except upon the prior written consent of LATC. LATC shall not consent to any proposed assignment or subcontracting, novation, or other writing which would have the effect of relieving CONTRACTOR or CONTRACTOR's surety of their responsibility and/or liability under this Agreement.

**30. ASSIGNMENT (LATC)**

LATC reserves the right to assign its responsibilities under this contract to any existing or future governmental entity for the provision of public transportation services. Such assignment shall constitute a complete novation between LATC and CONTRACTOR; and receipt by CONTRACTOR from LATC of sums then due and payable for services rendered pursuant to this Agreement prior to assignment shall constitute a complete accord and satisfaction as between LATC and CONTRACTOR.

**31. TRANSITION TO FUTURE BUS CONTRACTOR**

For up to ninety (90) days following the award of contract to a second contractor, CONTRACTOR shall provide to either LATC or any future CONTRACTOR selected by LATC, CONTRACTOR's full cooperation in the transition to the successor CONTRACTOR.

CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR's services to the new provider's services, and shall cooperate fully with the LATC and the new provider to this end.

**32. ADVERTISING**

No advertising or advertising contract of any type other than transit-related material shall appear either on the interior or the exterior of any bus placed in LATC TRANSIT service, or be entered into by CONTRACTOR with a third party, unless specifically approved by LATC.

**33. ADDITIONAL TERMS**

The validity in whole or in part of any provision of this Agreement shall not affect validity of other provisions. LATC's failure to insist in any one or more instances upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of LATC's right to such performance or to future performance of such a term or terms, and CONTRACTORS obligations in respect thereto shall continue in full force effect. Time shall be of the essence. Changes hereto shall not be binding upon LATC except when specifically confirmed in writing by LATC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Lewiston-Auburn Transit Committee, a quasi-municipal organization:

By: \_\_\_\_\_  
LATC Chairperson

ATTEST: \_\_\_\_\_  
LATC Clerk

CONTRACTOR, \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Title

## **SECTION IV**

### **SCOPE OF WORK**

#### **I. GENERAL ADMINISTRATION AND MANAGEMENT**

##### **A. Organization**

CONTRACTOR shall operate the system in compliance with LATC operating policies and local ordinances applicable to this service, providing management, technical and operating personnel and services necessary for the operation of LATC's fixed route bus system and ADA complementary paratransit service.

All services rendered shall be subject to the control of LATC and coordinated by LATC.

Responsibility for CONTRACTOR's day-to-day operations shall be vested in the CONTRACTOR's full-time System Manager.

In addition, an officer or owner of the CONTRACTOR shall be available either by phone or in person to make decisions or provide coordination as necessary.

LATC maintains the right to inspect, examine or test at any reasonable time any of the facilities, records, (including, but not limited to, financial, personnel or maintenance) or equipment used in the performance of the work, or otherwise monitor CONTRACTOR's work in order to assure compliance with this Scope of Service.

##### **B. Liaison**

CONTRACTOR's System Manager or appointed delegate shall be available for liaison activities as follows:

1. Meet and confer with LATC personnel on a frequent basis, not less than weekly.
2. Represent the CONTRACTOR at LATC meetings as required and upon the request of the Transit Coordinator.
3. Attend meetings with community organizations, user groups, or agencies as required and upon request of the Transit Coordinator.

4. CONTRACTOR shall also provide, at no additional charge to LATC, review and comment on transit plans, equipment purchases, and operational issues changes when proposed by LATC. Also, CONTRACTOR is expected to advise LATC on suggestions that may improve service, efficiency, or performance.

C. Roles of Each Party to This Agreement

CONTRACTOR shall provide daily management of bus operations, shall maintain and repair all equipment, shall order/stock supplies, parts, fuel and oil, and other items and materials needed for transit operations. CONTRACTOR shall provide for the preparation of certain operational reports and records as required by law enforcement, the Department of Motor Vehicles, LATC, or any other federal, state, regional or local agency having jurisdiction over the activities being performed by the CONTRACTOR. The CONTRACTOR will provide all management personnel, drivers, dispatchers, safety and training personnel, customer service representatives, clerks, mechanics, service personnel, and any other personnel necessary to the proper completion of this contract. CONTRACTOR shall provide the necessary vehicles required for the provision of ADA complementary paratransit service.

LATC will provide vehicles for fixed route service, bus stop signs, poles, shelters and benches, marketing materials, printed schedules, planning, and other policy related functions appropriate to LATC's role as owner of the transit system.

## II. TRANSIT SERVICE TO BE PROVIDED

A. General

The service to be provided generally consists of operating a comprehensive system of fixed-route bus and ADA complementary paratransit services within the Cities of Lewiston and Auburn. Service generally operates between 6:00 a.m. and 6:45 p.m. Monday through Friday, between 9:15 a.m. and 5:15 p.m. on Saturday.

At the present time, no service is provided on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. See attached service schedules and related public information materials for further information.

B. Beginning Service Level

"Beginning Service Level" is hereby specified for fixed route as 22,168 Revenue Vehicle Hours and 237,848 Revenue Vehicle Miles per year.

"ADA Service Area" is the three-quarter mile area surrounding the bus routes of the fixed route system.

### C. Changes in Level of Service

The service level set forth in the Cost Proposal, is the amount of service to be operated for each corresponding fiscal year. LATC may increase, decrease, or otherwise change the service to be provided. Changes to service levels are provided for as follows:

#### 1. Emergency Adjustments

Temporary emergency adjustments in service may be initiated either by LATC or CONTRACTOR only in the event of an emergency or circumstances which requires a detour or an adjustment in routing or scheduling under circumstances where there is no opportunity for the parties to confer; provided, however, that such adjustments do not constitute a "substantial change" as defined below.

The party initiating the emergency adjustment shall notify the other party immediately of such occurrence. The Transit Coordinator shall specify steps to be taken by CONTRACTOR to notify patrons of the change in routing and/or scheduling necessitated by such emergency adjustments, and/or modifications to the emergency adjustment made by CONTRACTOR.

In making temporary emergency adjustments, the CONTRACTOR shall be liable for any added expenses.

#### 2. Non-Substantial Changes in Service Level

LATC, through the Transit Coordinator, may order non-substantial increases, decrease or other alterations to the service upon written notice to the CONTRACTOR. Said notice shall specify the change(s) requested and the effective date(s). CONTRACTOR shall be allowed thirty (30) days to implement non-substantial changes, however, LATC shall endeavor to provide CONTRACTOR with earlier notice whenever possible.

#### 3. Substantial Changes in Service Level

Definition: Any proposed change in the service level shall be deemed a "substantial change" if such results in one or more of the following conditions:

- a. An increase of 3% or more in revenue vehicle hours system-wide, as computed from the Beginning Service Level;
- b. A decrease of 3% or more in revenue vehicle hours system-wide, as computed from the Beginning Service Level;

- c. The cumulative total of non-substantial service changes over a period of time that results in a service level either more than 3% above, or less than 3% below the established Beginning Service Level.

Notice: CONTRACTOR shall be given no less than thirty (30) days written notice of the intent to order such substantial changes, and shall have an opportunity to be heard prior to the adoption of such an order. Such order shall not be effective sooner than ninety (90) days from the date of adoption, unless mutually agreed otherwise in writing by both parties.

Compensation: Any substantial change to the service level, as defined above, shall be cause for renegotiation of the CONTRACTOR Cost Proposal.

#### 4. Changes in Subsidiary Duties

LATC may request changes in CONTRACTOR's reporting requirements, training and safety program, preventative maintenance and repair program, inventory requirements, testing procedures, personnel practices and/or other operating details not resulting in changes in level of service. If CONTRACTOR declines such requests, or such request would result in a material increase in CONTRACTOR's costs or in the time required for performance, CONTRACTOR shall notify LATC and within seven (7) days after receipt of such order, shall submit a claim detailing such objections and/or increases. The parties shall negotiate an equitable settlement of CONTRACTOR's claim, which reflects actual increases or decreases in CONTRACTOR's total costs to perform this Agreement caused by the change in question.

### III. COMPENSATION/PAYMENT

#### A. Basis of Compensation

Compensation under this Agreement is the Contractor's Cost Proposal for the applicable fiscal year.

#### B. Submission of Invoices

Invoices and supporting documents are to be submitted to the Transit Coordinator on a monthly basis and in the format specified by LATC. Upon verification of the accuracy and completeness of the invoice by the Transit Coordinator, the claim shall be forwarded for payment approval to LATC.

CONTRACTOR's invoice submission for service provided the previous month shall include the required monthly reports, and shall be submitted to the Transit Coordinator by the 20th of the month.

C. Payment

Payment will be made to CONTRACTOR as federal, state and local funds are available to LATC. Due to Congressional budget approval and FTA's application process, the availability of FTA funds is not always timely for the start of a fiscal year. This has the potential to cause delays in reimbursement for federal subsidy.

**Delays in federal reimbursement will require the CONTRACTOR to be able to finance operations until such time that funds are available.**

D. Other Expenses

If necessary, additional payments shall be paid by LATC to CONTRACTOR, for services, special purchases, or other items and activities not covered under the primary sections of this Agreement.

**IV. PERSONNEL**

A. General

1. Full-Time Management Personnel

The CONTRACTOR shall provide all management personnel necessary to responsibly operate LATC Transit, including, but not limited to: full-time System Manager, full-time Maintenance Manager, full-time office personnel, qualified supervisory personnel and bus drivers and qualified dispatchers.

2. Sole Employees of CONTRACTOR

Employees shall at all times be and remain the sole employees of CONTRACTOR, and CONTRACTOR shall be solely responsible for payment of all employee's wages and benefits. CONTRACTOR shall comply with all applicable State and Federal laws with respect to employer's liability, workers' compensation, unemployment insurance and other forms of Social Security, and also with respect to withholding of income tax at its source from the wages of said employees.

CONTRACTOR shall indemnify and hold harmless LATC from and against any and all liability, damages, claims, costs and expenses of whatever nature arising from labor issues between the CONTRACTOR and any of its employees or job applicants.

CONTRACTOR shall be solely responsible for its own legal representation relating to any labor issues between the contractor and any of its employees or job applicants.

LATC shall not attempt to directly discipline or terminate any CONTRACTOR employee. LATC may advise CONTRACTOR of any employee's inadequate performance which may have a negative impact on the services being provided, and CONTRACTOR shall take prompt action



to remedy the situation. In extreme cases, LATC may demand the removal of a CONTRACTOR employee, and CONTRACTOR shall effect removal immediately.

**B. System Manager**

The CONTRACTOR shall employ a full-time System Manager. The System Manager shall be ultimately responsible for all CONTRACTOR activities and shall be the primary day-to-day liaison between LATC and CONTRACTOR.

**C. Maintenance Manager**

The CONTRACTOR shall employ a full-time Maintenance Manager. The Maintenance Manager shall be responsible for all CONTRACTOR vehicle maintenance and related activities, and shall be directly responsible to the System Manager.

**D. Office Personnel**

The CONTRACTOR shall employ a full-time office personnel. The office personnel shall be responsible for all CONTRACTOR revenue controls, office, clerical, sales, and data collection activities, and shall be directly responsible to the System Manager.

**E. Availability and LATC Right of Rejection**

The System Manager, Maintenance Manager, office personnel and other management personnel shall be available for the entire contract period.

Should the System Manager or Maintenance Manager leave LATC site for any reason, LATC reserves the sole right to accept or reject any persons proposed by CONTRACTOR to be placed in these positions.

Should LATC deem it necessary to the proper execution of this contract, LATC reserves the sole right to require CONTRACTOR to remove and replace any person placed in the positions of System Manager or Maintenance Manager.

**F. Written Job Descriptions**

CONTRACTOR shall maintain written job descriptions, including the details of job duties and minimum requirements of all employee classes required to operate and maintain transit service.

**D. Driver's Manual**

CONTRACTOR shall produce and supply to all operating and maintenance personnel, an up-to-date, comprehensive Driver's Manual. This manual shall address:

Driver Qualifications - Job description, training requirements, procedures and policies, license requirements, and minimum performance standards.

Driver Duties - Pre-trip check-out inspection procedures, marketing support, dress code, incident and accident reporting, and general duties.

General Rules and Policies - Work rules, personnel policies, including absenteeism and extra-board procedures, transfers, fare collection, employment agreements, traffic/safety rules run selection and bids, late and missed trip policies.

Vehicle Orientation - Standard operating procedures, including vehicle maneuvering, wheelchair lift operation, kneeling, radio procedures, passenger assistance and relations (including the elderly and handicapped), accident and emergency/hazardous conditions driving procedures, defensive driving, role of dispatcher/road supervisor, alcohol and drug abuse policies, mandated testing program, employee benefits and assistance program, etc.

## **V. TRAINING AND SAFETY PROGRAM**

CONTRACTOR shall have a comprehensive, ongoing training, safety and safety awards program for all employees. Records of training for each employee shall be made available for LATC inspection on demand.

## **VI. SYSTEM OPERATIONS AND SUPERVISION**

### **A. On-Time Performance and Road Supervision**

CONTRACTOR shall provide service in compliance with all currently adopted bus schedule and routes, and shall strive to operate all service "on-time." CONTRACTOR shall also have at least one (1) Dispatcher in the office and one (1) supervisor on-duty at all times when buses are in revenue service or deadheading.

### **B. Driver Uniforms, Appearance, Courtesy**

CONTRACTOR shall provide and maintain clean, identical uniforms for all drivers.

At a minimum, uniforms shall include:

Shirts with an LATC Transit logo. The shirt shall have the driver's name located on the front of the shirt.

CONTRACTOR shall supervise all drivers to the end that they are courteous to all patrons at all times and in all situations, and that they respond to patrons' questions regarding use of the transit system or connecting systems accurately and courteously

### **C. Employee Work Rules**

The following rules shall be enforced by the CONTRACTOR:

1. Uniforms
  - a. Must be worn at all times when on duty.
  - b. Shall be clean and presentable at all times.
  - c. Uniform designs and colors subject to LATC approval.
2. Gratuities
  - a. Shall not be accepted.
  - b. All cash shall go into farebox without being handled by the driver.
3. Knowledge of Routes
  - a. Drivers should have thorough knowledge of all routes.
  - b. Drivers shall also have a basic knowledge of fare/transfer policies, routing, and transfer locations.
4. General Rules
  - a. No one, including drivers, is permitted to smoke aboard buses at any time.
  - b. Drivers are not to eat or drink aboard buses at any time when passengers are also aboard.
  - c. Drivers shall NEVER use boisterous language, profanity, or act uncivil to anyone while in a LATC Transit uniform, on or off duty. Infractions of this rule shall be grounds for termination.
  - d. While in uniform, no employee shall purchase, consume, or be under the influence of any alcoholic beverage.
  - e. No employee shall purchase, consume, or be under the influence of any illegal narcotic, intoxicant, or harmful drug while on-duty.
  - f. Drivers shall be responsible for keeping all buses clean and sanitary during their shift.

- g. All employees are responsible for reporting any defects a bus may have to a Road Supervisor or Dispatcher immediately. Drivers shall conduct a complete inspection of their vehicle and fill out an inspection report form before operating it. Drivers shall have maintenance personnel resolve any doubts about the safety of a bus.
- h. Employees may use buses and support vehicles only in accordance with their assigned duties.
- i. Employees must conduct themselves and operate buses in a safe and courteous manner at all times.
- j. Proper destination sign headings must be displayed at all times.
- k. No one shall be permitted to solicit on the bus.
- l. No animals, except service animals for the disabled, shall be permitted on the bus unless in an appropriate container and under the absolute control of its owner.
- m. All information regarding accidents shall be confidential. Employees shall refrain from speaking to anyone concerning any accident unless it is to Police, Fire Department, supervisory personnel, or other person(s) involved in the accident as required by law.
- n. Persons under the influence of any intoxicant, narcotic, or harmful drug shall not be permitted on the bus.
- o. Drivers providing service must travel over prescribed routes and maintain time schedules. If it becomes necessary to leave the route, the Dispatcher shall be notified immediately. No run shall be "cut short" except when running fifteen (15) or more minutes late, and approved by the Dispatcher.
- p. Buses shall stop along any of the designated bus stops upon request from the rider. Stops shall be made in safe locations. When practical, the bus driver shall pull the bus as close to the curb as possible.
- q. No vehicle shall be operated when its condition is unsafe.
- r. Drivers shall utilize the farebox system properly, recording ridership data in the format required.
- s. Drivers shall NEVER leave a bus unattended unless the transmission is placed in park or neutral, the parking brake is set, and the engine is turned off.

- t. Drivers shall NEVER leave passengers on an unattended bus unless the transmission is placed in park or neutral, the parking brake is set, the engine is turned off, and the air to the front doors is turned off such that, in an emergency, passengers may easily push the front doors open.
- u. Drivers shall verbally call out all bus stops listed in the time schedule as the bus approaches those stops.
- v. Any passenger indicating the presence of a disability which inhibits their ability to board the bus using the steps, may request the use of the passenger lift, whether in a mobility device or standing.

**D. Transfers**

Drivers shall issue transfer coupons to passengers upon request. Transfers between local routes shall be free, while an appropriate upgrade fare may be required for transfers to higher cost services. Drivers shall be diligent in assuring that presented transfers have not expired, and that the transfer is correct in all other ways.

Drivers shall collect transfers upon receipt.

**E. Drug Testing Program**

CONTRACTOR shall establish and maintain a drug testing program that is fully compliant with Federal Transit Administration (FTA) requirements.

**VII. MAINTENANCE AND REPAIRS**

**A. General**

CONTRACTOR shall perform all preventative maintenance, repairs, major component rebuild/replacement, and cleaning necessary to maintain all LATC-provided buses and support vehicles in the safest, most efficient working condition at all times.

Each bus shall meet all applicable laws and codes for operating on public streets in the State of Maine and conform to all Maine Highway Safety regulations and orders.

All preventative maintenance, repairs, and major component rebuilding/replacement shall be performed in accordance with these specifications: the original equipment manufacturer's (OEM) specifications and applicable warranty conditions, the CONTRACTOR's maintenance program as specified in his/her Proposal, and the best general practices of the transit industry.

CONTRACTOR shall also maintain a vehicle parts inventory, including an

adequate stock of commonly used items that is properly organized to allow quick retrieval of needed items for repairs and other work. CONTRACTOR shall also actively maintain a system of ordering and restocking commonly used items on a regular basis.

CONTRACTOR shall supply LATC with a monthly report indicating mileage, parts and labor costs, and fuel used on a bus-by-bus basis; labor costs by maintenance employee; PMI's performed and at what scheduled versus actual mileage interval; and a summary listing of all work orders processed.

CONTRACTOR's maintenance facility and location for parking buses when not in service shall be located in Lewiston or Auburn.

**B. Preventative Maintenance and Minor Repairs**

CONTRACTOR shall perform all Preventative Maintenance Inspections (PMI's), at 6,000 mile intervals, or in accordance with OEM recommendations, whichever is more strict. CONTRACTOR shall adhere to PMI Program detailed in the CONTRACTOR's Proposal to LATC, unless altered by mutual agreement.

CONTRACTOR's PMI program shall meet or exceed OEM specifications and requirements. PMI inspections and repairs shall occur at, or before, the designated time or mileage intervals, whichever occurs first. CONTRACTOR's overall PMI program shall also be sufficient so as not to invalidate or lessen any warranty coverage of any LATC-provided buses, support vehicles, and equipment.

CONTRACTOR's PMI program must include, at minimum, but not be limited to the following:

1. All lubrication and oil filter change intervals shall be performed in accordance with OEM specifications and requirements, and the schedule provided in the CONTRACTOR's Proposal to operate LATC's bus system. Modification of oil change intervals is subject to prior approval from LATC. Such approval shall not be issued unless CONTRACTOR presents written evidence that any warranty coverage will not be adversely impacted by modifying such change intervals.
2. Brake inspections and adjustments shall be performed at intervals that insure the safe and efficient operation of the braking system.
3. All mechanical, electrical, fluid, air, hydraulic systems, fire extinguishers, first aid kits, and other vehicle components and accessories related to safety shall be inspected at least once weekly, and repaired or items replaced as needed to maintain safe operation and working order.
4. All components of the bus bodies, windows, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Repairs (including body, glass, and all bus appurtenances) shall be made

expeditiously.

5. The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the bus.
6. Heating and air conditioning systems shall be maintained, and used to ensure that the passenger compartment is comfortably maintained on all in-service runs. CONTRACTOR shall maintain the heating and air conditioning systems in an operable condition throughout the entire year.
7. Seats shall be maintained in proper condition at all times. All tears, gum, graffiti, and other damage shall be repaired in a professional manner immediately upon their discovery. CONTRACTOR shall replace seat covers which are worn or cannot be professionally repaired, using materials which are identical in design and color as those materials being replaced, unless supplies of such materials are no longer available commercially.
8. All wheelchair lift-related equipment shall be inspected, serviced, and lubricated at intervals necessary to insure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service. Each wheelchair lift shall be cycled each day the lift-equipped vehicle is in revenue service to ensure working condition.

C. Major/Heavy Repairs

Labor and material costs for major repairs necessitated by normal wear and tear will be the financial responsibility of the CONTRACTOR. For purposes of this Agreement, major repairs include; rebuilding/replacement of engines, transmissions, running gears, wheelchair lifts, suspension components, and brake overhauls. Major repairs may be accomplished by CONTRACTOR's personnel and/or by outside specialty vendors approved by LATC, depending upon the work to be done.

D. Warranty Work

Any work performed by CONTRACTOR on LATC vehicles under warranty shall comply with the following conditions:

1. CONTRACTOR shall comply with all warranty specifications and requirements of the original equipment manufacturer (OEM).
2. CONTRACTOR shall guarantee that his/her preventative maintenance program will not invalidate or shorten warranty coverage provided by the OEM.
3. Subject to prior written authorization of the OEM, CONTRACTOR may perform warranty work on LATC-provided buses.

4. CONTRACTOR shall be held financially liable to absorb expenses for all repairs which would have been covered under warranty, had it not been invalidated by CONTRACTOR's actions.
5. Reimbursement revenue received for all authorized warranty work performed by CONTRACTOR shall become property of the CONTRACTOR.

E. Cleaning

CONTRACTOR shall provide all labor and materials necessary to keep LATC's vehicles clean at all times. CONTRACTOR shall wash the exteriors of the vehicles, including support vehicles, at least weekly, and shall clean the interiors of the vehicles daily by picking up all litter, sweeping the floor, and cleaning the windows if required. CONTRACTOR shall mop vehicle floors and clean all other interior items including indoors of the windows if required. CONTRACTOR shall mop vehicle floors and clean all other interior items including indoors of the windows at least weekly.

F. Maintenance Records and Inspections

Records of all maintenance and inspections shall be kept and made available to LATC, and/or other law enforcement/regulating agencies with jurisdiction when requested. LATC maintains the right to inspect, examine and test, at any reasonable time, and equipment used in the performance of the work in order to insure compliance with this Agreement.

Such LATC inspections shall not relieve the CONTRACTOR of the obligation to continually monitor the condition of such buses and to identify and correct all substandard or unsafe conditions immediately upon discovery. CONTRACTOR shall transport all such vehicles at CONTRACTOR's expense to LATC's designated inspection facilities when requested by LATC.

In the event that CONTRACTOR is instructed by LATC or any other law enforcement or regulatory agency to remove any vehicle from service due to mechanical and/or safety reasons, CONTRACTOR shall make any and all specified corrections and repairs to the vehicle and resubmit the vehicle for inspection and testing before it is placed back into service.



**G. Building and Fixed Asset Maintenance**

LATC shall be responsible for the maintenance of all landscaping, and general janitorial services at the Oak Street bus station located on Main Street in Lewiston, Maine, and the Great Falls facility located in Auburn, Maine. LATC shall strive to keep the building clean and free of trash and other refuse.

**VIII. PUBLIC RELATIONS AND INFORMATION**

**A. Customer Service**

CONTRACTOR shall provide live customer information over the telephone and in-person to the public between 7:30 a.m. and 5:30 p.m., Monday through Friday. At all other times, CONTRACTOR shall provide and utilize an automated telephone answering system to announce general LATC Transit information.

CONTRACTOR shall maintain at his/her expense, telephone line(s) dedicated to LATC Transit information.

All customer service representatives shall be knowledgeable of schedules, routes and services of LATC Transit. All calls shall be answered in a courteous, timely and professional manner. Said customer service representatives shall also have adequate training to possess sufficient knowledge of other transit services that connect to LATC Transit.

CONTRACTOR shall ensure that Customer Service Representatives have proper empathy, customer relations, telephone technique, and public speaking training.

**B. Public Information**

CONTRACTOR shall provide and post notices of holiday or special service schedules in all buses used in LATC Transit service at least one week in advance of each upcoming holiday or special services.

LATC shall provide route and schedule brochures, maps, flyers, and other public information materials, and CONTRACTOR shall be responsible for distributing them to passengers in person, at local outlets, on buses or by mail and/or posting appropriate items in buses.

CONTRACTOR shall utilize appropriate personnel in the community for outreach and marketing purposes. (e.g.: elementary school presentations, transit fares, disability groups, social service agencies, community service clubs, and other community events.)

In addition, CONTRACTOR shall, when requested by LATC, distribute surveys to passengers, and/or otherwise provide reasonable assistance in LATC's monitoring and marketing activities.

C. Commercial Advertising

Any commercial advertising posting in or on buses or related printed transit materials shall be at the discretion of LATC, and any monthly revenue forthcoming shall be property of LATC, unless otherwise specified.

D. Complaints

CONTRACTOR shall follow procedure for handling passenger complaints as specified in its Proposal and approved by LATC. CONTRACTOR shall provide copies of all passenger complaints and the responses made monthly to the Transit Coordinator, in an approved format.

**IX. RECORDS, REPORTS, FAREBOX REVENUES**

A. Records

CONTRACTOR shall be responsible for collection and maintenance of data pertaining to all phases of the transit system operation, as specified hereunder, and/or necessary for the preparation of required reports.

B. Record Access

LATC, other authorized governmental agencies, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions of CONTRACTOR's files.

C. Financial Records

CONTRACTOR shall maintain accurate and complete books, records, data and documents in conformance with generally accepted accounting principles and in such detail and form so as to meet applicable local, State and Federal requirements.

A complete and separate set of books, accounts, and/or records shall be maintained by CONTRACTOR, which shall show details of transactions pertaining to the management, maintenance, and operation of only this system under the terms of this Agreement. System transactions shall not be co-mingled with CONTRACTOR's other operations, if any. CONTRACTOR's records shall be kept with sufficient detail to constitute an audit trail to verify that any and all costs charged to the system created by this Agreement are in fact due to operations pursuant to this Agreement, and not due to separate operations by CONTRACTOR.

D. Vehicle Records

CONTRACTOR shall keep and maintain (separated by vehicle) hard copies of all work orders, warranty dockets, and maintenance records on LATC-provided vehicles and equipment for as long as LATC owns such, or until this Agreement is terminated, whichever occurs first, releasing all such documents to LATC upon request and upon termination of this Agreement.

E. Reports Due on a Monthly Basis

CONTRACTOR shall collect all required data on a daily basis and submit monthly summary reports to the Transportation Manager, along with invoices, by the twentieth (20th) of the following month. The required reports include, but may not be limited to:

**Total Ridership**, by Route and Fare Category (Adult, Youth/Student, Seniors, Handicapped, Free Fares, and Transfers).

**Total Passenger Revenue Summary**, by Route.

**Vehicle Total Service Hours and Miles**, by Route.

**Service Break Summary**, of Breakdowns, Roadcalls, Missed Trips, and Delays over fifteen (15) minutes.

**Complaints, Compliments, Service Request Refused**.

**Vehicle Condition Summary**, by Vehicle.

-Mileage (month, year to date, total).

-Fuel and Oil Consumption (miles per unit).

-Accidents.

-Roadcalls (including malfunction description).

-Preventative Maintenance and Inspection Program (actual vs. scheduled).

-Summary of major component rebuilding/repairs made.

**Equipment Status Summary** (all other LATC-owned equipment).

**General Summary** of other problems, evaluations, suggestions for improvements.

**Pass and Ticket Sales Report** of number of tickets and passes sold by each vendor over the last month.

**Maintenance Report** of vehicle statistics, mechanic efficiency, work order summary, and other significant data from the computerized maintenance system.

F. Accident Reports

Accident reports are to be submitted to LATC within one (1) business day for injury accidents, within three (3) business days for non-injury accidents. Telephone notification on all injury accidents shall be provided to LATC immediately.

G. Complaints/Requests

CONTRACTOR shall receive complaints and requests from the public with courtesy, and shall keep written records of all complaints and requests received. CONTRACTOR shall respond to all complaints received, transmitting such records and responses to LATC on a monthly basis as indicated above.

H. Reports to Be Prepared by LATC

All reports required by LATC, the Federal Transit Administration, and other similar government agencies, shall be prepared and submitted by LATC, using CONTRACTOR-compiled data as appropriate, including but not limited to National Transit Database reporting.

I. Farebox Revenues

All fares collected by the CONTRACTOR are the property of LATC, and LATC reserves the right to set fare rates for passengers. Such rates may be revised from time to time by LATC, and set at such level as may be determined to be in the best interest of LATC. LATC shall provide CONTRACTOR with at least ten (10) days notice before revised fares are to become effective.

Fares shall be deposited by passengers in locked fareboxes provided by LATC. Drivers shall not make change, handle passenger fares in any way, or sell tickets and passes. CONTRACTOR shall post notices on all buses that the correct change for fares is required, and information regarding locations where tickets and passes may be purchased.

CONTRACTOR shall remove farebox vaults from the buses on a daily basis, and the vault contents shall be deposited in a CONTRACTOR account by CONTRACTOR's.

J. Monthly Pass Sales Network and Administration

CONTRACTOR staff shall establish and administer a formal network of bus pass and ticket sales outlets. CONTRACTOR shall collect revenues from said sales outlets on a monthly basis and deposit revenues in designated CONTRACTOR account.

CONTRACTOR shall be responsible for the delivery of all passes and tickets to contracted sales outlet at the proper time each month, and shall maintain monthly records of revenues, number and kinds of tickets and passes sold, and other information needed by LATC. LATC shall be responsible for the marketing and information campaign regarding available ticket and sales outlets.

## **SECTION V**

### **Performance Bond**

Know All Men by These Presents,

That we \_\_\_\_\_

AS PRINCIPAL, and \_\_\_\_\_

AS SURETY, are held and firmly bound unto LATC, a quasi-municipal organization, hereinafter called LATC in the penal sum of (20% of accepted proposal) (\$\_\_\_\_\_), submitted by said principal to LATC, for the work described below, for the payment of which sum in lawful money of the United States, Well and truly to be made, we bind ourselves, our heirs, executors, administrators and successor, jointly and severally, firmly by these presents.

#### **THE CONDITION OF THIS OBLIGATION IS SUCH**

That whereas the Principal has submitted the above mentioned Proposal to LATC for certain services, and LATC has accepted and bound Principal to implement said Proposal, specifically described as follows:

#### **The Management and Operation of LATC Transit Bus Service**

In the event suite is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

Principal

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

Surety

Address \_\_\_\_\_

\_\_\_\_\_

NOTE: Signatures of the person(s) executing this instrument for surety must be properly acknowledged.

# EXHIBIT A

## ***citylink* Bus Route Description**

Lewiston- Auburn Transit Committee  
October 2012

**1 – Main Street bus route:** Depart Oak Street Bus Station, Oak Street, turn left onto Bates Street turn right onto Main Street, ...

(6:00 and 6:30 AM) – ... from Main Street turn left onto Strawberry Avenue, proceed to River Valley Village Community Center, turn left onto Tall Pine Drive, turn right onto Northwood Road, turn right onto Main Street to Marketplace Mall parking lot, turn around. From Marketplace Mall, turn right onto Main Street, turn right onto Mollison Way, turn left onto Fair Street, turn left onto College Street, turn left onto Montello Street, turn right onto Fair Street, turn right onto Mollison Way, turn right onto Main Street, turn left onto Gulf Island Road, turn left onto McArthur Avenue, turn left onto Nimitz Street, turn right onto Main Street right, turn right into Marden's. From Marden's exit onto Northwood Road, turn right, turn left onto Tall Pine Drive, turn right onto Strawberry Avenue, turn right onto Main Street, turn left onto Park Street, turn left onto Oak Street, arrive at Oak Street bus station.

(7:00 AM and 4:15 PM route deviation) - ... from Main Street turn left onto Strawberry Avenue, proceed to River Valley Village Community Center, turn left onto Tall Pine Drive, turn right onto Northwood Road, turn right onto Main Street to Marketplace Mall parking lot, turn around. From Marketplace Mall, turn right onto Main Street, turn right onto Mollison Way, turn left onto Fair Street, turn left onto Montello Street, turn right onto East Avenue, turn left into Montello School. Depart Montello School, turn right onto East Avenue, turn right onto Montello Street, turn right onto College Street, turn right into Geiger Elementary School. Depart Geiger School, turn right onto College Street, turn left onto Stetson Road, turn right onto Main Street, turn left onto Nimitz Street, turn right onto McArthur, turn right onto Gulf Island Road, turn right onto Main Street, turn left onto Stetson Road, turn right onto College Street, turn right onto Montello Street, turn right onto Fair Street, turn right onto Mollison Way, turn right onto Main Street, turn left into Marden's. From Marden's exit onto Northwood Road, turn right, turn left onto Tall Pine Drive, turn right onto Strawberry Avenue, turn right onto Main Street, turn left onto Park Street, turn left onto Oak Street, arrive at Oak Street bus station.

Depart Oak Street Bus Station, Oak Street, turn left onto Bates Street turn right onto Main Street, turn left onto Strawberry Avenue, proceed to River Valley Village Community Center, turn left onto Tall Pine Drive, turn right onto Northwood Road, turn right onto Main Street to Marketplace Mall parking lot, turn around. From Marketplace Mall, turn right onto Main Street, turn right onto Mollison Way, turn left onto Fair Street, turn left onto Montello Street, turn right onto East Avenue, turn left into Montello School. Depart Montello School, turn right onto East Avenue, turn right onto Montello Street, turn right onto College Street, turn right into Geiger Elementary School. Depart Geiger School, turn left onto College Street, turn right onto Montello Street, turn right onto Fair Street, turn right onto Mollison Way, turn right onto Main Street, turn left into Marden's. From Marden's exit onto Northwood Road, turn right, turn left onto Tall Pine Drive, turn right onto Strawberry Avenue, turn right onto Main Street, turn left onto Park Street, turn left onto Oak Street, arrive at Oak Street bus station.



**2 – Sabattus Street bus route:** (6:00 and 6:30 AM) Depart Oak Street Bus Station, Bates Street, turn left onto Pine Street, turn left onto Leeds Street, turn left onto Webster Street, turn right onto Central Avenue, turn right onto Campus Avenue, turn left onto Sabattus Street, turn right onto Pond Road, turn left onto Grove Street, turn left onto Sabattus Street, turn right into Hannaford Supermarket parking lot, exit parking lot onto Highland Avenue, turn left onto Highland Avenue, turn right onto Sabattus Street, turn right onto Campus Avenue, turn left onto Central Avenue, proceed straight onto Ash Street, turn right onto Bates Street, turn right onto College Street, turn left onto Blake Street, turn left onto Oak Street, turn left onto Bates Street, arrive at Oak Street Bus Station.

Depart Oak Street Bus Station, Bates Street, turn left onto Pine Street, turn left onto Leeds Street, turn left onto Webster Street, turn right onto Central Avenue, turn right onto Campus Avenue, turn left onto Sabattus Street, turn left onto Highland Avenue, turn right into Hannaford Supermarket parking lot, exit parking lot turning left onto Sabattus Street, turn right onto Rideout Avenue, turn right onto Fisher Avenue, turn onto Hillside Lane, stop at Hillview Recreation Center. Depart Hillview turning left onto Cole Street, turn left onto Rideout Avenue, turn right onto Sabattus Street, turn right onto Pond Road, turn right onto Grove Street, turn left onto Sabattus Street, turn right onto Highland Avenue, turn right into Hannaford parking lot, exit parking lot turning right onto Sabattus Street, turn right onto Campus Avenue, turn left onto Central Avenue, proceed straight onto Ash Street, turn right onto Bates Street, turn right onto College Street, turn left onto Blake Street, turn left onto Oak Street, turn left onto Bates Street, arrive at Oak Street Bus Station.

\* On request, the out-bound Sabattus Street bus will serve Pond Road and Grove Street prior to arriving at Hillview Apartments.

**3 – Lisbon Street bus route:** (6:00 and 6:30 AM) Depart Oak Street Bus Station, Bates Street, proceed on Bates Street, turn right onto Maple Street, turn left onto Canal Street, merge onto Lisbon Street, proceed to Westminster Street, turn left onto Westminster Street, turn right into University of Southern Maine-L/A (through campus parking lot), exit left onto Saratoga, turn left onto Lexington, turn left onto Alfred Plourde Parkway, turn right onto Pleasant Street, turn left into Shaw's. Exit Shaw's at East Avenue entrance, proceed straight into Lewiston Mall parking lot exiting at Essex Street entrance, turning right onto Lisbon Street, turn right onto Maple Street, turn left onto Bates Street, turn right onto College Street, turn left onto Blake Street, turn left onto Oak Street, turn left onto Bates Street, arrive at Oak Street Bus Station.

Depart Oak Street Bus Station, Bates Street, proceed on Bates Street, turn right onto Maple Street, turn left onto Canal Street, merge onto Lisbon Street, turn right onto Essex Street turn left into Promenade Mall (Staples), turn left to exit onto Lisbon Street at traffic light, proceed straight onto East Avenue, turn right into Shaw's parking lot, proceed through parking lot exiting onto Pleasant Street. At Pleasant Street turn left and proceed straight onto Bartlett Street, turn left into Lewiston Mall, exit mall parking lot at Essex Street entrance, turn left onto Lisbon Street, yield right to Exit 80/Alfred Plourde Parkway, turn right onto Challenger Drive, turn right into Veterans Administration Health Clinic, exit VA onto Challenger Drive, turn left onto Alfred Plourde Parkway, yield right to Lisbon Street, turn left onto Westminster Street, turn right into University of Southern Maine-L/A (through campus parking lot), exit left onto Saratoga, turn left onto Lexington, turn left onto Alfred Plourde Parkway, turn right onto Pleasant Street, turn right onto Scribner Boulevard, turn left onto Ashmount Street to Pleasant View Apartments exiting on Fairmount Street, turn right onto Scribner Boulevard, turn left onto Pleasant Street, turn left into Shaw's. Exit Shaw's at East Avenue entrance, proceed straight into Lewiston Mall parking lot exiting at Essex Street entrance, turning right onto Lisbon Street, turn right onto Maple Street,

turn left onto Bates Street, turn right onto College Street, turn left onto Blake Street, turn left onto Oak Street, turn left onto Bates Street, arrive at Oak Street Bus Station.

**4 – New Auburn bus route: (To Lewiston)** Depart Great Falls Transfer Hub, exit Great Falls Plaza via Turner Street, straight onto Hampshire Street, turn left onto Spring Street, turn left onto Elm Street, turn right onto Main Street, turn right onto Mill Street to Barker Arms, turn around existing via Mill Street, turn right onto South Main Street, turn right onto Cook Street, turn right onto 8th Street, turn left onto South Main Street, turn right onto 7th Street, turn left onto Mary Carroll Street, turn left onto 3rd Street, turn right onto Dunn Street, turn left onto 2nd Street, turn left onto Mill Street, turn right onto Broad Street, proceed to Lewiston, Cedar Street, turn left onto Lincoln Street, turn right onto Chestnut Street, turn left onto Lisbon Street, turn right onto Pine Street, turn left onto Bates, turn right onto College Street, turn left onto Blake Street, turn left onto Oak Street, turn left onto Bates Street, arrive at Oak Street Bus Station.

**(To Auburn)** Depart Oak Street Bus Station, Bates Street, turn right onto Ash Street, turn left onto Park Street, turn right onto Chestnut Street, turn left onto Lincoln Street, turn right onto Cedar Street, proceed into New Auburn, straight on Broad Street, turn left onto South Main Street, turn right onto Cook Street, turn right onto 8th Street, turn left onto South Main Street, turn right onto 7th Street, turn left onto Mary Carroll Street, turn left onto 3rd Street, turn right onto Dunn Street, turn left onto 2nd Street, turn left onto Mill Street, proceed to Barker Arms. Depart Barker Arms on Mill Street, turn left onto Main Street, straight to Great Falls Plaza, straight to Great Falls Transfer Hub.

**5 – Minot Avenue bus route:** Depart Great Falls Transfer Hub, exit Great Falls Plaza via Turner Street entrance, straight onto Hampshire Street, turn left onto Spring Street, turn right onto Elm Street, turn left onto Minot Avenue, turn right onto Western Avenue, turn left onto Court Street, turn right onto Minot Avenue, turn left onto Hotel Road, turn left onto Rodman Road, turn right into Rite Aid/Health South entrance, proceed behind Rite Aid exiting right onto Minot Avenue, proceed onto Union Street By-pass, turn right onto Hampshire Street, straight to Great Falls Plaza, turn left to Great Falls Transfer Hub.

**6 – College Street bus route: (To Auburn)** Depart Oak Street Bus Station, Bates Street, turn left onto College Street, turn left onto Russell Street, proceed across Veteran's Memorial Bridge to Auburn onto Mount Auburn Avenue, turn left onto Turner Street, turn right into Wal-Mart parking lot, proceed to bus stop at Wal-Mart.

**(To Lewiston)** Depart Wal-Mart, via Turner Street parking lot entrance, turn right through round-about, exiting Turner Street northerly, turn right onto Mount Auburn Avenue, proceed across Veteran's Memorial Bridge into Lewiston onto Russell Street, turn right onto College Street, turn right onto Blake Street, turn left onto Oak Street, turn left onto Bates Street, arrive at Oak Street Bus Station.

**7 – Auburn Malls bus route:** Depart Great Falls Transfer Hub, exit Great Falls Plaza via Turner Street entrance, turn left onto Turner Street, turn right onto Court Street, turn left onto Spring Street, turn right onto Elm Street, turn right onto Union Street By-pass, turn left onto Hampshire Street, turn right onto Gamage Avenue, turn right onto Dennison Street, turn left onto Turner Street, turn right onto Lake Auburn Avenue, turn left onto Center Street, turn left onto Alpha Street, turn right onto University Street, turn left onto Aron Drive, turn right onto

Damy Drive, turn left onto Plummer Street, turn right onto Turner Street, enter round-about, exit first right to Wal-Mart.

Depart Wal-Mart exiting parking lot via Turner Street, enter round-about, exiting first right southerly on Turner Street, turn left onto Plummer Street, turn right onto Damy Drive, turn left onto Aron Drive, turn right onto University Street, turn left onto Alpha Street, turn right onto Center Street, turn right onto Lake Auburn Avenue, turn left onto Turner Street, turn right onto Dennison Street, turn left onto Gamage Avenue, turn left onto Hampshire Street, straight to Great Falls Plaza, turn left to Great Falls Transfer Hub.

**8 – Mall Shuttle bus route:** Depart Wal-Mart via Mount Auburn Avenue parking lot entrance, proceed straight to Kohl's, turn right (towards Lamey Wellehan), proceed through round-about exiting northerly on Turner Street, turn right into Auburn Mall parking lot, turn left to proceed into Shaw's plaza parking lot, exit via northerly parking lot entrance, proceed straight across Center Street into the K-Mart parking lot. After stopping at K-Mart, exit the parking lot via the northerly entrance, turning right onto Center Street, turn left into Auburn Plaza (stops at Dollar Store, Big Lots, and Hoyt Cinema), exit parking lot turning left onto Joline Drive, turn right onto Turner Street, turn left into Central Maine Community College. Depart Central Maine Community College, turn right onto Turner Street, enter round-about, turn at first right to Kohl's, straight to traffic light at Mount Auburn Avenue, straight to Wal-Mart.

**9 – Downtown Shuttle bus route:** Depart Great Falls Transfer Hub, exit Great Falls Plaza via Turner Street entrance, straight onto Hampshire Street, turn left onto Spring Street, turn left onto Elm Street, turn left onto Main Street, turn right onto Court Street, proceed across Longley Bridge to Lewiston onto Main Street, turn right onto Park Street, turn left onto Oak Street, arrive at Oak Street Bus Station.

Depart Bus Station, turn left onto Bates Street, turn right onto Main Street, turn left onto Hammond Street, turn right onto High Street, turn right onto Main Street, turn left onto Middle Street, turn right onto Oak Street, arrive at Oak Street Bus Station.

Depart Bus Station, turn right onto Bates Street, turn right onto Ash Street, turn right onto Lisbon Street, turn left onto Main Street, proceed across Longley Bridge to Auburn, turn right into Great Falls Plaza, proceed straight to Great Falls Transfer Hub.

## EXHIBIT B

### Route Miles and Hours

Lewiston- Auburn Transit Committee  
2012

	Mon-Fri Scheduled Hours	Runs	Sat Scheduled Hours	Runs	Miles	Mon-Fri Miles	Sat Miles	Total Miles
<b>Main Street</b>	1.0	2			9.0	18.0		
	1.0	1			13.0	13.0		
	10	10	4	4	10.5	105.0	42.0	
<b>Sabattus Street</b>	1	2			7.5	15.0		
	11.0	11	4	4	8.0	88.0	32.0	
<b>Lisbon Street</b>	1.0	2			7.5	15.0		
	11.0	11	4	4	11.0	121.0	44.0	
<b>New Auburn</b>	12.0	12	4	4	10.0	120.0		
							0.0	
<b>Minot Avenue</b>	5.5	11			7.0	77.0		
<b>College Street</b>	6.0	12	3.5	7	6.0	72.0	42.0	
<b>Auburn Mall</b>	5.0	10	3.5	7	6.0	60.0	42.0	
<b>Mall Shuttle</b>	11.0	22	7	14	6.0	132.0	84.0	
<b>Downtown Shuttle</b>	5.0	10			3.5	35.0		
<b>Annual Revenue</b>	80.5	116.0	30.0	44.0	105.0	871.0	286.0	
<b>Hours and Miles:</b>	22,168.0					222,976.0	14,872.0	237,848.0

Maximum Annual Operating Days:

Weekdays: Monday-Friday 256.0

Saturday 52.0

System operating days 308.0

## **EXHIBIT C**

### **Fare Schedule**

Lewiston-Auburn Transit Committee  
2012

#### **Fare Structure (October 2012)**

##### **Regular Fare:**

One-way	\$1.50
Bus Pass (6 rides)	\$7.50
Monthly Pass	\$36.00
Children Under 5	Free

##### **Students (with ID):**

One-way	\$1.25
Student Monthly Pass	\$18.00

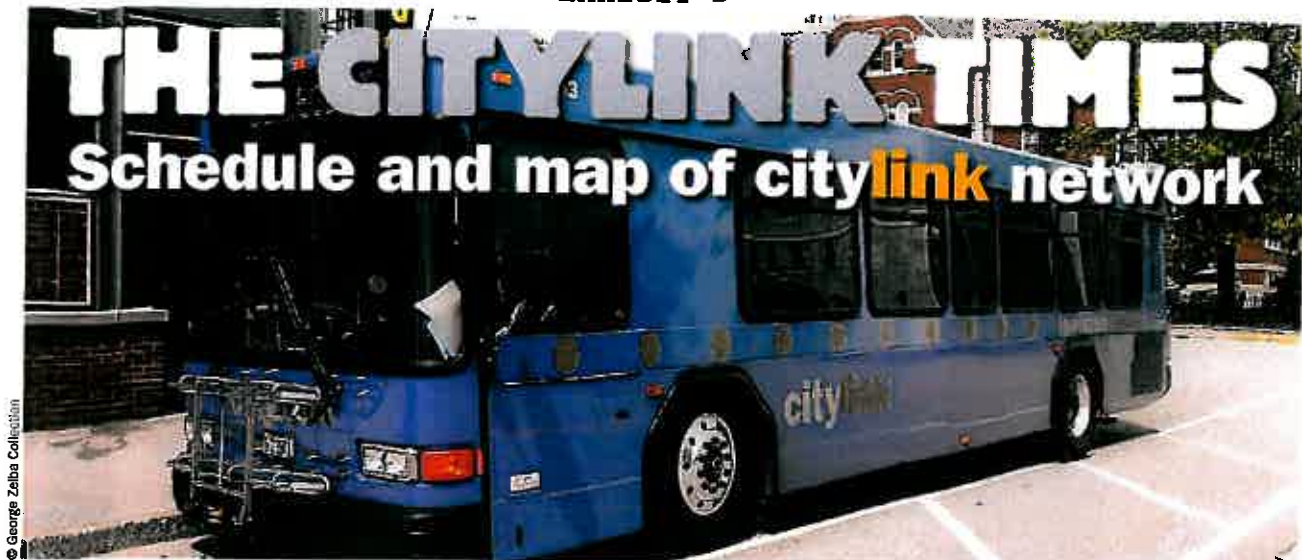
##### **Senior Citizens and Persons with Disabilities (with Medicare card or ADA identification):**

One-way	\$0.75
Senior or Disability Pass (11 rides)	\$7.50
Senior or Disability Monthly Pass	\$18.00

##### **ADA:**

One-way	\$3.00
Personal Care Attendent and Children Under 5	Free





## boarding the bus

When boarding, please have your pass, ticket, or transfer ready to give to the driver. When you are paying in cash, please have EXACT change ready to deposit in the fare box. Remember, the driver does not carry change! For your safety, limit your boarding items to what you can carry on at one time.

## free transfers

If you need to transfer to another bus to complete your trip, ask the driver on the first bus you board for a transfer ticket when you get off the bus. Transfers can only be used at Lewiston and Auburn transit centers. Transfers must be used within 60 minutes of the time shown. A transfer from a Lewiston bus can be used at the Auburn transit center and vice-versa. Transfers cannot be used for a return trip on the same bus, and are not needed or given out on the free Downtown Shuttle or the free Mall Shuttle.

## free fare shuttles

The Downtown Shuttle (Spring St.-Oak St.) and the Mall Shuttle (Wal-Mart-CMCC) are free. A fare or valid transfer is required if you are transferring onto another bus or bus route.



## service days

Service is available Monday through Saturday. Buses do not operate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas Day.

## bus passes

Bus passes are available at the following locations:

**Lewiston City Hall (City Clerk's Office)**  
**Auburn City Hall (Tax Office)**  
**Western Maine Transportation Services,**  
**76 Mellow Road, Auburn**  
**Shaw's (Auburn and Lewiston)**  
**Hannaford (Auburn and Lewiston)**  
**Walmart**  
**USM/LA College (USM students only)**  
**CMCC (CM students only)**  
**Lewiston Bus Station Grayhound Counter**  
**River Valley Village (Office)**



## fares

	SINGLE RIDE	MULTI- RIDE	MONTHLY PASS
Regular Fare	\$1.50	6=\$7.50	\$36
H.S. Students	\$1.25		\$18
Seniors/Disabled with medicare card or picture ID	75¢	11=\$7.50	\$18

## accessibility

citylink has equipped its fleet with passenger lifts that can be used by persons with wheelchairs or walkers or less visible disabilities such as arthritis, heart or breathing impairments that make it difficult for them to use the bus steps. Most citylink buses provide space for two persons in wheelchairs.

## ada paratransit

Curb to curb paratransit service is available for individuals who cannot use regular route buses because of a disability. ADA certification and one-day advance reservations are required. For more information, call 777-4563.

**(207) 777-4563**  
**EFFECTIVE OCTOBER 1, 2012**

## passenger comments

Bus service is operated for the Lewiston-Auburn Transit Committee (LATC) by Western Maine Transportation Services. Please send comments to LATC, 125 Manley Road, Auburn, ME 04210.

## bike racks

citylink has bicycle carrying racks on the front of all its buses. Each rack can carry two bicycles. Bike racks are quick and easy to use.

### LOADING YOUR BICYCLE

- Step 1: Squeeze the release lever and lower the rack.  
 Step 2: Lift your bicycle and set on the rack.  
 Step 3: Raise the tension arm over the front tire to secure your bicycle.  
 Step 4: Board the bus.

### RETRIEVING YOUR BICYCLE

- Step 1: Remind the bus driver that you will be removing your bicycle.  
 Step 2: Remove the tension arm from the tire and remove your bicycle.  
 Step 3: Secure the lift to its upright position.

## bus 'n buy

Participating retailers will pay your way home when you ride citylink and use Bus 'n Buy. When you ride citylink to a participating Bus 'n Buy retailer, ask the bus driver for a transfer ticket upon disembarking. Shop at any of the participating businesses, and ask the cashier or customer service agent to validate your transfer ticket. When you get back on the bus, hand your validated transfer to the bus driver. It's easy! The following are participating Bus 'n Buy businesses:

**Save-A-Lot - Lisbon Street, Lewiston**  
**Shaw's - East Ave., Lewiston**  
**Shaw's - Center St., Auburn**  
**Wal-Mart - Mt. Auburn Ave., Auburn**

**visit us at [www.purplebus.org](http://www.purplebus.org)**

**follow us at purplebusla**  
**on twitter**



# saturday citylink service expanded!

Saturday service has become so popular that the Lewiston-Auburn Transit Committee has extended it to three additional routes, Routes 1, 2 and 3 serving the Main Street, Sabattus Street and Lisbon Street corridors.

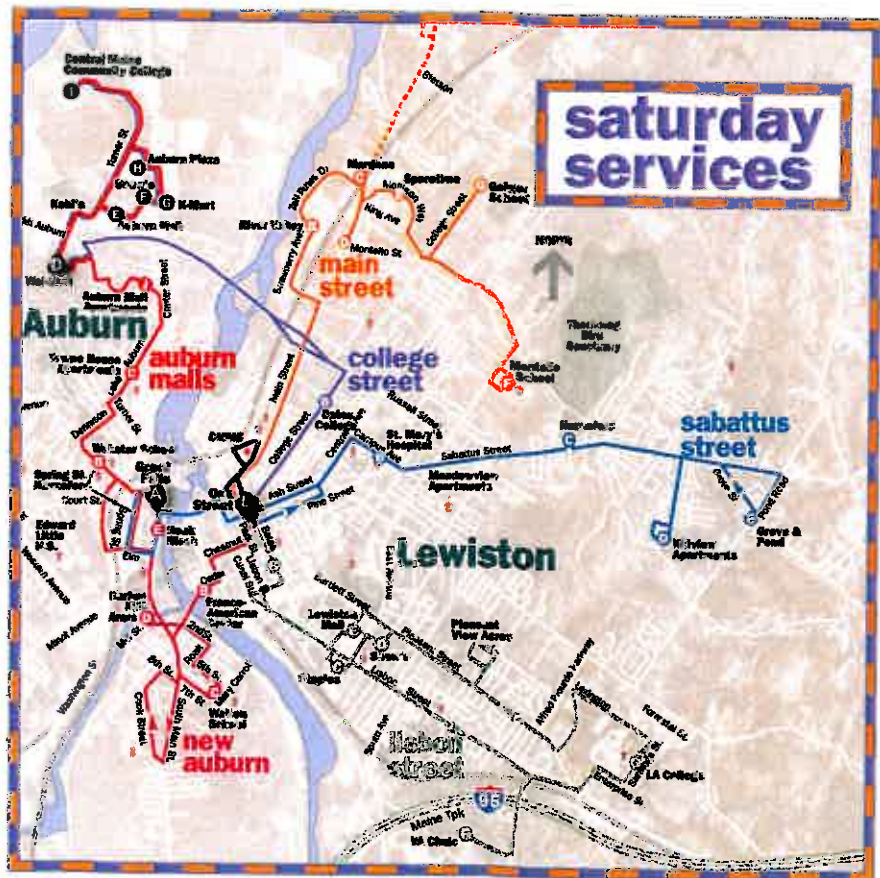
citylink had already been operating three Saturday routes linking Auburn, New Auburn, and Lewiston to Wal-mart and the Auburn Malls.

The expanded Saturday service also increases the Auburn Malls route to hourly service with the addition of three more trips, and the Mall Shuttle will be running at uninterrupted 30 minute headways.

Saturday service was one of the most frequently requested service improvements over the past years, and once it ran, it proved its potential. "We continue to do our best to adapt the citylink service to meet the needs of the community as we are able," said Marsha Bennett, Transit Planner for the Lewiston-Auburn Transit Committee.

## 7 auburn malls

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Great Falls	Spring Street School	Traverse House	Auburn Plaza	Wal-Mart	Auburn Mall	Shaw's K-Mart	Auburn Plaza	CHCC	Wal-Mart	Auburn Mall	Towne House	Webster School	Great Falls	Great Falls
9:45	9:47	9:50	9:53	9:57	10:00	10:03	10:05	10:07	10:10	10:15	10:30	10:32	10:35	10:45
10:45	10:47	10:50	10:53	10:57	11:00	11:03	11:05	11:07	11:10	11:15	11:30	11:32	11:35	11:45
11:45	11:47	11:50	11:53	11:57	12:00	12:03	12:05	12:07	12:10	12:15	12:30	12:32	12:35	12:45
12:45	12:47	12:50	12:53	12:57	1:00	1:03	1:05	1:07	1:10	1:15	1:30	1:32	1:35	1:45
1:45	1:47	1:50	1:53	1:57	2:00	2:03	2:05	2:07	2:10	2:15	2:30	2:32	2:35	2:45
2:45	2:47	2:50	2:53	2:57	3:00	3:03	3:05	3:07	3:10	3:15	3:30	3:32	3:35	3:45
3:45	3:47	3:50	3:53	3:57	4:00	4:03	4:05	4:07	4:10	4:15	4:30	4:32	4:35	4:45



## 8 mall shuttle

A	E	F	G	H	I	J
Wal-Mart	Auburn Mall	Shaw's K-Mart	Auburn Plaza	CHCC	Wal-Mart	Wal-Mart
9:30	9:33	9:35	9:37	9:40	9:45	9:55
10:00	10:03	10:05	10:07	10:10	10:15	10:25
10:30	10:33	10:35	10:37	10:40	10:45	10:55
11:00	11:03	11:05	11:07	11:10	11:15	11:25
11:30	11:33	11:35	11:37	11:40	11:45	11:55
12:00	12:03	12:05	12:07	12:10	12:15	12:25
12:30	12:33	12:35	12:37	12:40	12:45	12:55
1:00	1:03	1:05	1:07	1:10	1:15	1:25
1:30	1:33	1:35	1:37	1:40	1:45	1:55
2:00	2:03	2:05	2:07	2:10	2:15	2:25
2:30	2:33	2:35	2:37	2:40	2:45	2:55
3:00	3:03	3:05	3:07	3:10	3:15	3:25
3:30	3:33	3:35	3:37	3:40	3:45	3:55
4:00	4:03	4:05	4:07	4:10	4:15	4:25

## 6 college street

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Oak Street	Bates College	Wal-Mart	Auburn Mall	Shaw's K-Mart	Auburn Plaza	CHCC	Wal-Mart	Bates College	Oak Street	Oak Street	Oak Street	Oak Street	Oak Street	Oak Street
9:15	9:19	9:30	9:33	9:35	9:37	9:40	9:45	10:00	10:02	10:05	10:15	10:17	10:20	10:25
10:15	10:19	10:30	10:33	10:35	10:37	10:40	10:45	11:00	11:02	11:05	11:15	11:17	11:20	11:25
11:15	11:19	11:30	11:33	11:35	11:37	11:40	11:45	12:00	12:02	12:05	12:15	12:17	12:20	12:25
12:15	12:19	12:30	12:33	12:35	12:37	12:40	12:45	1:00	1:02	1:05	1:15	1:17	1:20	1:25
1:15	1:19	1:30	1:33	1:35	1:37	1:40	1:45	2:00	2:02	2:05	2:15	2:17	2:20	2:25
2:15	2:19	2:30	2:33	2:35	2:37	2:40	2:45	3:00	3:02	3:05	3:15	3:17	3:20	3:25
3:15	3:19	3:30	3:33	3:35	3:37	3:40	3:45	4:00	4:02	4:05	4:15	4:17	4:20	4:25

## 4 new auburn

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Oak Street	French American School	Walton School	Barber Arms	Rock Block	Great Falls	Spring Street School	Barber Arms	French American School	American Center	Oak Street	Oak Street	Oak Street	Oak Street	Oak Street
9:15	9:19	9:27	9:32	9:35	9:45	9:47	9:53	9:58	10:01	10:05	10:15	10:17	10:20	10:25
11:15	11:19	11:27	11:32	11:35	11:45	11:47	11:53	11:58	12:01	12:05	12:15	12:17	12:20	12:25
1:15	1:19	1:27	1:32	1:35	1:45	1:47	1:53	1:58	2:01	2:05	2:15	2:17	2:20	2:25
3:15	3:19	3:27	3:32	3:35	3:45	3:47	3:53	3:58	4:01	4:05	4:15	4:17	4:20	4:25

## 1 main street

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Oak Street	River Valley Village	Market place Mall	Spa-Tone	Mar-tello School	Mar-tello School	Spa-Tone	Mar-tello School	Spa-Tone	Mar-tello School	River Valley Village	Oak Street	Oak Street	Oak Street	Oak Street
10:15	10:23	10:25	10:28	10:32	10:44	—	10:50	10:53	10:56	10:59	11:05	11:05	11:05	11:05
12:15	12:23	12:25	12:28	12:32	12:44	—	12:50	12:53	12:56	12:59	1:05	1:05	1:05	1:05
2:15	2:23	2:25	2:28	2:32	2:44	—	2:50	2:53	2:56	2:59	3:05	3:05	3:05	3:05
4:15	4:23	4:25	4:28	4:32	4:44	—	4:50	4:53	4:56	4:59	5:05	5:05	5:05	5:05

## 2 sabattus street

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Oak Street	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	Oak Street
9:15	9:21	9:27	D	9:32	9:42	9:47	9:52	9:58	10:05	10:15	10:17	10:20	10:25	10:30
11:15	11:21	11:27	D	11:32	11:42	11:47	11:52	11:58	12:05	12:15	12:17	12:20	12:25	12:30
1:15	1:21	1:27	D	1:32	1:42	1:47	1:52	1:58	2:05	2:15	2:17	2:20	2:25	2:30
3:15	3:21	3:27	D	3:32	3:42	3:47	3:52	3:58	4:05	4:15	4:17	4:20	4:25	4:30

D Stop on request only to drop off passengers.

## 3 lisbon street

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Oak Street	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	St. Mary's Hospital	Oak Street
10:15	10:17	10:22	10:25	10:30	10:35	10:40	10:50	10:55	11:00	11:05	11:10	11:15	11:20	11:25
12:15	12:17	12:22	12:25	12:30	12:35	12:40	12:50	12:55	1:00	1:05	1:10	1:15	1:20	1:25
2:15	2:17	2:22	2:25	2:30	2:35	2:40	2:50	2:55	3:00	3:05	3:10	3:15	3:20	3:25
4:15	4:17	4:22	4:25	4:30	4:35	4:40	4:50	4:55	5:00	5:05	5:10	5:15	5:20	5:25







# EXHIBIT E

## Vehicle Inventory

Lewiston-Auburn Transit Committee  
2012

Vehicles Acquisition Date	Year	Auto #	Make	Description	VIN #	Vendor
12/16/2005	2006	0602	Blue Bird Ultra L-F	32/26+2 Transit Coach w/Ramp	1BAGJBPA16W100341	Patsy's Bus Inc.
12/16/2005	2006	0603	Blue Bird Ultra L-F	32/26+2 Transit Coach w/Ramp	1BAGJBPA26W100347	Patsy's Bus Inc.
12/16/2005	2006	0601	Blue Bird Ultra L-F	32/26+2 Transit Coach w/Ramp	1BAGJBPA26W100340	Patsy's Bus Inc.
2/1/2007	2006	0604	Blue Bird Ultra L-F	32/26+2 Transit Coach w/Ramp	1BAGJBPA16W100369	Patsy's/Blue Bird
12/19/2002	2003	0202	Thomas SLF	31/25+2 Transit Coach w/Ramp	5DF232DA42JA30586	W.C. Cressey
12/19/2002	2003	0201	Thomas SLF	31/25+2 Transit Coach w/Ramp	5DF232DA62JA30587	W.C. Cressey
3/30/2011	2011	1101	Gillig	31/25+2 35' Low Floor w/Ramp	15GGB2710B1178614	Gillig Corp.
3/30/2011	2011	1102	Gillig	31/25+2 35' Low Floor w/Ramp	15GGB2712B1178615	Gillig Corp.
3/30/2011	2011	1103	Gillig	31/25+2 35' Low Floor w/Ramp	15GGB2714B1178616	Gillig Corp.
	2008	0802	ElDorado - Passport	24/15+3 29' Low Floor w/Ramp	1GBJ5V1958F409706	Northern Bus

EXHIBIT F  
AN AGREEMENT TO ESTABLISH  
THE LEWISTON-AUBURN TRANSIT COMMITTEE

This Agreement made and entered into this 10th day of September in the year nineteen hundred and seventy six by the City of Lewiston and the City of Auburn, and amended on this 17 day of February, 1998.

WITNESSETH, that whereas the City of Lewiston and the City of Auburn agree to cooperatively establish the Lewiston-Auburn Transit Committee, and

WHEREAS, the City of Lewiston and the City of Auburn provide financial assistance to maintain public mass transportation, and

WHEREAS, the City of Lewiston and the City of Auburn intend to receive federal financial assistance for public mass transportation through grant programs sponsored by the U.S. Department of Transportation, Federal Transit Administration, and

WHEREAS, a public entity charged with administering said Federal grant programs is desired,

Now, THEREFORE, the City of Lewiston and the City of Auburn agree as follows:

**CONDITIONS OF AGREEMENT**

**ARTICLE 1 - PREAMBLE**

**Section 1.1 Incorporation**

Pursuant to Chapter 203 of Title 30 of the Maine State Statutes, there is hereby created as administrative agency of the Cities of Lewiston and Auburn to be known as the Lewiston-Auburn Transit Committee, herein-after called the "Committee".

**Section 1.2 Purpose**

The purpose of the Committee shall be to establish, maintain and implement a short- and long-range bus transit development program, and to apply for, receive and administer Federal and State grants-in-aid for mass transit on behalf of the Cities of Lewiston and Auburn to provide adequate and efficient mass transit for the Lewiston-Auburn area.

## **ARTICLE 2 – DELEGATION OF POWERS TO THE COMMITTEE**

The Cities of Lewiston and Auburn delegate or otherwise transfer to the Committee the administrative responsibilities of providing for the planning of mass transportation in the Lewiston–Auburn area and overseeing the utilization of public funds provided by the cities of Lewiston and Auburn for the purpose of subsidizing mass transportation in the Lewiston–Auburn area. The cities further delegate to the Committee the other powers incorporated herein.

## **ARTICLE 3 – CONTRACTS**

The Committee is authorized to enter binding contracts with other persons, corporations and governmental bodies or agencies thereof, including contracts to plan for and purchase mass transit capital equipment and services for the purposes set forth in ARTICLE 1 Section 1.2 upon such terms as the Committee shall approve. The Committee may also negotiate for, receive and use grants and loans from any governmental body or agency which are available for use in the furtherance of any of the purposes of the Committee.

## **ARTICLE 4 – ANNUAL EXPENSES**

### **Section 4.1 Estimating Annual Expenses**

The private operator of scheduled, fixed route mass transit service in the Lewiston–Auburn area shall annually prepare and present to the Committee a budget for its next fiscal year, itemizing expenses of operations, maintenance and repairs, costs of contemplated capital improvement, and other costs incidental to the provision of transit service in the Lewiston–Auburn area. In addition, the private transit operator shall furnish the Committee with a description of services to be offered, fare structure and routing. The Committee will review the budget and operating plan for the next fiscal year, and jointly with the private transit operator establish a recommended estimate budget showing anticipated revenues, both farebox and non-farebox, for the forthcoming fiscal year. The budget will also include the costs of performing any necessary mass transit planning which is not specifically a part of the mass transit service operating budget submitted by the private mass transit operator.

### **Section 4.2 Requests for Public Funds**

In any fiscal year in which the recommended budget, as approved by the Committee, shows anticipated expenses exceeding anticipated revenues, the Committee shall request the participating municipalities for the

difference. If a majority of the members of the Lewiston City Council and the Auburn City Council approve the amount of this request, the proportionate share of each city shall be calculated on the basis of: fifty percent (50%) of the requested amount shall be paid by the City of Auburn, and fifty percent (50%) of the requested amount shall be paid by the City of Lewiston. In any year in which a request is made, the Committee shall give notice to the Cities of Lewiston and Auburn. Such requests shall be submitted to each city in time for inclusion in their respective budgets for their next fiscal year, and if approved, they shall make provision through assessment of taxes or otherwise to obtain sufficient revenues to pay the same. Such amount shall be due and payable on or about the beginning of the fiscal year of each city.

## **ARTICLE 5 – LEWISTON–AUBURN TRANSIT COMMITTEE**

### **Section 5.1 Membership**

The Lewiston–Auburn Transit Committee shall be composed of seven (7) members determined on the basis of: three (3) members will be appointed by the Lewiston City Council with at least one (1) member being an elected public official, three (3) members will be appointed by the Auburn City Council with at least one (1) member being an elected public official, and alternate seventh member each city. The seventh member will initially be appointed by the Transit Committee and will be a citizen of Lewiston or Auburn. Subsequent appointments will be made by the City Council from the alternate city and the position will continue to alternate between cities. Four (4) members shall constitute a quorum.

### **Section 5.2 Term of Membership**

Members of the Lewiston–Auburn Transit Committee will serve three (3) year terms with the exception of elected public officials whose term shall run concurrent with their term in office. Members shall not be limited to one (1) term.

### **Section 5.3 Election of Officers**

The Lewiston–Auburn Transit Committee shall elect from their membership a Chair–person who shall have full voting rights. A Vice–Chairperson shall also be elected from the Committee membership to serve in the Chair–person's absence. Election of officers shall occur at such time when the current Chairperson or Vice–Chairperson desires to resign from their position.

## **ARTICLE 6 – GENERAL ADMINISTRATION**

### **Section 6.1 Fiscal Year**

The Committee shall adopt as their fiscal year October 1 to September 30 or be such other fiscal year as the Committee may by resolution adopt.

### **Section 6.2 Reports**

Reports detailing revenues and costs, ridership and other pertinent information shall be submitted to the Committee each month by the private transit operator being financially aided by public funds. These reports will be combined at the end of each fiscal year to produce an annual report.

### **Section 6.3 Meeting**

Regular meetings of the Committee will be held on a monthly basis.

## **ARTICLE 7 – REAL AND PERSONAL PROPERTY**

### **Section 7.1 Ownership**

All real or personal property acquired for the purposes set forth in Section 1.2 through Federal capital grants received by the Committee will be owned by the Committee or leased by the Committee from the Maine Department of Transportation. All major purchases will be subject to a depreciation schedule covering the usable life of the property.

### **Section 7.2 Maintenance of Property**

All real and personal property, including but not limited to, buses, bus washers, fareboxes, acquired by the Committee through Federal grants to be directly used by the private transit operator in providing service shall be leased to the private operator and maintained in good repair by the private operator. All property not used directly by the private operator in providing service, including but not limited to bus shelters and bus stop signs, shall not be leased to the private operator and shall be maintained by the city in which the property is located, or through some method mutually agreeable to both the City of Lewiston and the City of Auburn. Disposition of fully depreciated property upon termination of the Committee shall be considered in any agreement made in the latter case.

### **Section 7.3 Disposition of Property**

All real property owned or leased by the Committee either fully or partially depreciated, that is no longer needed for the originally authorized purpose, shall be disposed as follows, pursuant awarding agency instructions:

- (a) The Committee shall retain clear title to real property, fully or partially depreciated, upon compensating the awarding agency for their share if the current fair market value is greater than \$5,000.
- (b) The Committee shall competitively sell real property, compensating the awarding agency for their share of the proceeds if the current fair market value is greater than \$5,000.
- (c) The Committee shall transfer title of fully depreciated real property to the awarding agency or to a third party designated/approved by the awarding agency. For real property not fully depreciated, the Committee shall be compensated a proportion equal to their share of the initial purchase based on the current fair market value of the property.
- (d) Real property leased by the Committee shall revert to the lessor at such time the property is no longer needed for the original authorized purpose. The Committee shall be compensated a proportion equal to their share based on the original purchase price and the current fair market value.

### **Section 7.4 Disposition of Property Upon Termination**

If the Committee is terminated for any reason and still holds ownership of or is leasing property either fully or partially depreciated, this property will be distributed as follows:

- (a) All fully depreciated property being leased and maintained by the private operator with a current fair market value less than \$5,000 will become the joint property of the City of Lewiston and the City of Auburn, each holding a share equal to fifty percent (50%) of the value of the property. The property may be sold and the proceeds of the sale divided equally between the City of Lewiston and the City of Auburn, or may be retained under any understanding agreeable to both the Cities of Lewiston and Auburn.
- (b) All fully depreciated property not being leased and maintained by the private operator will become the property of the City in which it is located and by which it has been maintained. Disposition of

property being maintained by mutual agreement shall have been determined at the time of mutual agreement.

- (c) All partially depreciated property owned by the Committee shall be sold, and the proceeds of the sale shall be divided as follows: a proportion equal to the Federal share of the original grant monies used to purchase the equipment shall be returned to the Federal government, and the remainder shall be divided equally between the City of Lewiston and the City of Auburn.
- (d) All partially depreciated property being leased by the Committee from the MDOT shall be returned to the MDOT with the City of Lewiston and the City of Auburn receiving a proportion equal to the local share of the original grant monies used to purchase the equipment.

#### **ARTICLE 8 – TERMINATION**

The Committee shall remain in existence for an indefinite term and until terminated by a majority vote of both the Auburn City Council and the Lewiston City Council. The provisions of this agreement may also be amended by a majority vote of both the Auburn City Council and the Lewiston City Council. In the event that either municipal body shall vote to modify this agreement or terminate the Committee, notice in writing shall immediately be given to the Committee.

#### **ARTICLE 9 – AMENDMENTS**

Amendments to this Agreement may be discussed at any meeting of the Committee, and any revisions emanating therefrom will be subject to approval by the City of Lewiston and the City of Auburn.

WITNESS

CITY OF LEWISTON

Gerald P. Pesham-Whittier

Kaileigh A. Tara  
Mayor Kaileigh Tara

WITNESS

CITY OF AUBURN

June E. Thompson

Lee Young  
Mayor Lee Young



**AMENDMENT TO AGREEMENT TO ESTABLISH  
THE LEWISTON-AUBURN TRANSIT COMMITTEE**

THIS AGREEMENT made this 12 day of February, 2001, by and between the City of Lewiston and the City of Auburn.

**I. WHEREAS,**

A. By Agreement dated as of September 10, 1976, the aforesaid Cities entered into an agreement establishing THE LEWISTON-AUBURN TRANSIT COMMITTEE ("LATC"), as an administrative agency of the aforesaid Cities;

B. By Agreement dated on or about January 20, 1998, an agreement amending said 1976 Agreement was approved and executed by the aforesaid Cities, a copy of which amendatory agreement ("the 1998 Agreement") is hereto annexed as Exhibit A;

C. The aforesaid Cities wish to further amend the 1998 Agreement;

D. The aforesaid Cities have reached an agreement with respect to the same which they wish to reduce to a written memorandum.

**II. NOW THEREFORE,** for consideration paid, each to the other, receipt and sufficiency of which is hereby mutually acknowledged, the aforesaid Cities do hereby agree as follows:

A. That the 1998 Agreement be and hereby is amended by striking from ARTICLE 7 Subsection 7.3(b) and substituting in its place the following subsection:

"(b) In the event that the Committee wishes to sell real property, such property shall be sold either by (i) a negotiated at price equal at least to the fair market value as disclosed by an appraisal process satisfying the requirements of the U.S. Department of Transportation, Federal Transit Administration, and approved by the City Councils of both Cities; or (ii) by a process of competitive bidding. In either case, the proceeds shall be used either (a) to compensate the awarding agency for its share of the proceeds if the current fair market value is greater than \$5,000; or (b) for the purpose of acquiring or constructing a replacement or substitute facility."

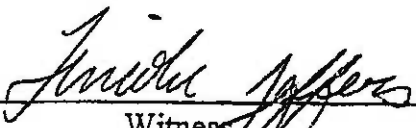
B. Except as specifically modified herein, the 1998 Agreement is hereby ratified and reconfirmed, and nothing in this Agreement shall impair or abrogate the authority of LATC


under the 1998 Agreement or under the terms of 30-A M.R.S.A. §2201, *et. seq.*

C. Pursuant to 30-A M.R.S.A. §2204, This Agreement shall become effective upon being filed with the City Clerks of the Cities of Lewiston and Auburn and with the Secretary of State.


IN WITNESS WHEREOF, the City of Lewiston has caused this Agreement to be executed on its behalf by Kaileigh Tara, its Mayor, thereunto duly authorized, and the City of Auburn has caused this Agreement to be executed on its behalf by Lee Young, its Mayor, thereunto duly authorized.

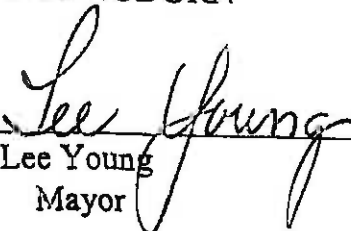
CITY OF LEWISTON

  
\_\_\_\_\_  
Witness

BY:   
\_\_\_\_\_  
Kaileigh Tara  
Mayor

CITY OF AUBURN

  
\_\_\_\_\_  
Witness

BY:   
\_\_\_\_\_  
Lee Young  
Mayor

**EXHIBIT G**

**LATC**

**ADA COMPLEMENTARY PARATRANSIT**

**POLICIES AND PROCEDURES**

Revised November 29, 2007  
Revised February 13, 1997  
Revised January 10, 1996  
Adopted September 14, 1995

# ADA Complementary Paratransit Policies and Procedures

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- Appendix 1 ADA Paratransit Service Contract
- Appendix 2 ADA Paratransit Service Area (map)
- Appendix 3 Fixed Route Schedule
- Appendix 4 ADA Application
- Appendix 5 ADA Eligibility Review Form
- Appendix 6 ADA Advisory Committee Members

## **INTRODUCTION**

On September 6, 1991, the U.S. Department of Transportation (USDOT) published final regulations implementing certain provisions of the Americans with Disabilities Act of 1990. These regulations, 49 CFR (Code of Federal Regulations) Part 37, Subpart F, require public entities operating fixed route transportation service for the general public also provide complementary paratransit service to persons unable to use the fixed route service.

The Lewiston-Auburn Transit Committee (LATC), established in 1976, is an inter-local committee organized to provide financial assistance and receive Federal financial assistance through grant programs sponsored by the USDOT, Federal Transit Administration (FTA), to maintain public mass transportation in the Cities of Lewiston and Auburn. As a recipient of FTA grant programs and the agent for public transit service in Lewiston and Auburn, the LATC has the responsibility to comply with all FTA regulations and mandates.

To provide mass public transportation in Lewiston and Auburn and to comply with 49 CFR Part 37, Subpart F, LATC contracts with transit provider(s) to operate and maintain the cities public transit system and complementary paratransit service. (ADA Paratransit Service Contract, Appendix 1)

The ADA Complementary Paratransit Policies and Procedures are intended to serve as a guideline for all entities involved with complementary paratransit. The policies and procedures establish criteria for administering complementary paratransit service in conjunction with the FTA regulations; thereby, protecting the rights of individuals.

## **Definitions**

*Certified Health Professional* – Anyone licensed by the State to provide diagnosis for insurance purposes.

*Paratransit* – means a comparable transportation service required by the ADA for individuals with disabilities who are unable to use fixed route transportation systems.

*Personal Care Attendant* - means a person who performs personal care duties/services for an individual with a disability.

*Service Animal* – means any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

*Wheelchair* – means a mobility aid belonging to any class of three or four-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered. A “common wheelchair” is such a device which does not exceed 30 inches in width and 48 inches in length measured two inches above the ground, and does not weigh more than 600 pounds when occupied. (Title 49 CFR 37).

## **ADA Complementary Paratransit**

### **Service Area**

Complementary paratransit service shall be provided to origins and destinations within a three-fourths of a mile wide corridor on each side of each fixed route (see Map, Appendix 2).

### **Response Time**

Trips need to be scheduled no less than one day prior to the date service is to be rendered. Trip requests can be made during all normal business hours of the fixed route provider's administrative offices, or via answering machine on those days when the office is closed. The paratransit provider may negotiate pickup times with the individual. Scheduled times for pickups shall not begin more than 60 minutes before or after the individual's desired departure time.

### **Hours and Days of Service**

The ADA paratransit service is provided during the normal hours of operation of fixed service routes (see Fixed Route Schedule, Appendix 4).

### **Fares**

ADA paratransit service can not be more than twice the fixed route regular fare.

Individuals accompanying ADA paratransit eligible individuals shall be charged the same fare as the ADA paratransit eligible individual they are accompanying. A personal care attendant shall not be charged a fare for complementary paratransit service.

### **Trip Purpose Restrictions**

All ADA trip requests shall be treated equal. No restrictions or priorities shall be imposed based on trip purpose.

### **Capacity Constraints**

The amount and availability of complementary paratransit service shall not be limited to ADA paratransit eligible persons by such means as restrictions on the number of trips, waiting lists for access to the service or any operational practice that may limit the availability of service.

### **Eligibility Standards**

ADA complementary paratransit service shall be provided to all eligible individuals. The following individuals are ADA eligible:

- a. Any individual who is unable, and without the assistance of another individual, to board, ride, or disembark from any vehicle on the system which is readily accessible and usable to individuals with disabilities;
- b. When an accessible vehicle is not being used to provide designated public transportation on a route in which an individual with a disability needing the assistance of a wheel chair lift or boarding device is traveling on the fixed service during its hours of operation;
- c. Any individual with a disability who has a specific impairment-related condition that prevents such individual from traveling to a boarding location or from a disembarking location on the fixed route.

### **Applying for ADA Paratransit Certification**

#### **Application**

Applications to become ADA paratransit certified can be obtained from the fixed route transit provider. Completed applications are to be submitted to the fixed route provider for a determination of eligibility (see Application, Appendix 5).

Persons that have requested an application for ADA paratransit certification shall be informed that they have 45 days to complete and return the application to the fixed route provider, during which time they are eligible to receive ADA paratransit service.

Should an individual not return their application to the fixed route provider within the 45 day filing period, that individual will no longer be eligible for ADA paratransit service. The fixed route provider will offer assistance when they next call to schedule a trip.

If an applicant receives a second application for ADA certification, the applicant will be given the greater of either an additional 30 days or the number of days remaining from the original 45 day filing period to return their completed application, during which time they will be eligible to receive ADA paratransit service.

If an applicant requires a third application, the individual shall not be eligible to receive ADA paratransit service until a completed application has been received by the fixed route provider and the applicant is notified of their ADA eligible status.

### **Eligibility Determination**

The fixed route provider is responsible for determining the applicants ADA eligibility. The fixed route provider shall date applications upon receipt. Applicants are to be notified in writing as to their eligibility status within 21 days of the fixed route provider receiving the application.

Applicants who have not received an eligibility determination within 21 days of submitting their application are automatically presumed ADA paratransit eligible until a determination is made.

Eligibility shall be determined from the application and a standard Eligibility Review Form completed by the fixed route provider (see Form, Appendix 6).

All information is confidential, unless an appeal is filed by the applicant. If an appeal is filed, the application, the application eligibility review form and the request for an appeal shall be presented to the Eligibility Review Committee. At such time, a hearing shall be scheduled by the Eligibility Review Committee to review the appeal and to give the appellant the opportunity to be heard in person.

### **Eligible**

Applicants eligible for ADA paratransit certification shall receive their card via mail or can be picked-up at the fixed route provider's office.

ADA certification is to be renewed every three years. The fixed route provider can make exceptions to the recertification period on a case-by-case basis. The reasons for making an exception are to be documented.

### **Ineligible**

Applicants that are determined ineligible or conditionally eligible shall be notified by the fixed route provider. Incomplete applications will be returned to the applicant and notified of the deficiency. A determination can not be made until an applicant has submitted a complete application.



Applicants denied certification due to their inability to qualify under ADA guidelines shall receive a certified letter stating the reason(s) for being denied ADA paratransit certification.

Applicants can appeal their ineligible or conditional status by submitting a written request to the fixed route provider for further consideration. (See Administrative Appeal Process)

## **Using ADA Paratransit Service**

### **Certified**

Only those individuals that have been certified through the fixed route provider can use the complementary paratransit service. Certified individuals must present their ID card to the driver when service is rendered.

### **Scheduling**

ADA eligible individuals shall make trip requests during all normal business hours of the fixed route provider's administrative offices, weekdays 7:30 AM to 4:00 PM. Trip requests can be made after 4:00 PM during the fixed route provider's business office hours, however, the trip is not guaranteed for next day service requests. Requests will be taken via an answering machine or a reservation agent on a day when the fixed route provider's administrative offices are not open before a day of service or when telephone lines are busy.

Ride requests shall be made by calling the fixed route provider.

Trip requests may be made up to 14 days in advance of an ADA paratransit eligible individual's desired trip.

ADA paratransit service is available during the fixed routes normal operating hours.

### **Conditions**

The ADA paratransit provider may place conditions on the use of service as they would otherwise have the right to refuse service.

### **Trip Cancellation**

Scheduled trips shall be canceled no less than two (2) hours prior to the scheduled pick-up time, unless the trip is scheduled to pick-up between 6 a.m. to 8 a.m., in which case the individual shall cancel the request by leaving a message on the paratransit providers answering machine or reservation agent prior to normal administrative business hours. The date and time of the cancellation shall be documented in the individuals file by the paratransit provider.

### **Traveling Companion**

Complementary paratransit service shall be provided to one other individual accompanying a certified ADA paratransit individual. Additional individuals accompanying the certified ADA paratransit individual shall be provided service, provided that space is available for them on the paratransit vehicle carrying the ADA paratransit individual. Transportation of additional individuals accompanying ADA paratransit eligible individuals shall not result in a denial of service to other ADA paratransit eligible individuals.

Traveling companions shall be charged the same fare as for the ADA eligible individual they are accompanying.

### **Personal Care Attendant**

ADA paratransit individuals requiring a personal care attendant for purposes of traveling and accessing the fixed route service shall be identified upon applying for ADA paratransit certification.

Paratransit service shall be provided to one other individual in addition to the attendant who is accompanying the eligible individual.

Personal care attendants shall not be charged a fare for complementary paratransit service.

Traveling companions and personal care attendants accompanying ADA paratransit individuals must have the same origin and destination as that of the paratransit individual they are accompanying.

### **Administrative Appeal Process**

The Administrative Appeal Process is for those individuals who have been denied ADA eligibility, given only temporary eligibility status, or has had their ADA service suspended. All individuals must have an opportunity to be heard in person and to present additional information and arguments regarding their disability and ability to use the fixed route service.

### **Filing an Appeal**

Individuals requesting an appeal of the initial eligibility decision must do so within 60 days from the date eligibility was denied. The appeal is to be in writing and sent to the fixed route provider. The fixed route provider shall review the application and the applicant's letter of appeal to verify the initial determination.

If the applicant is given ADA paratransit certification resulting from a review of the application, a letter of apology is to be sent to the applicant.

If, after further review, the fixed route provider still cannot certify the applicant due to the information presented on the application, the fixed route provider is to make a written statement as to why the individual was denied paratransit certification. The statement, along with the application and the individual's written request for an appeal are to be sent to the ADA Eligibility Review Committee. The statement is to include all pertinent dates and support documentation related to the applicants ADA paratransit certification request.

A hearing will be set by the ADA Eligibility Review Committee within 30 days of the applicants request for an appeal.

### **ADA Paratransit Review Committee**

There will be a "separation of function" between those involved with the initial eligibility determination and those selected to hear the appeal. The Review Committee shall be comprised of a minimum of three (3) to a maximum of (5) members currently serving on the ADA Advisory Committee (Appendix 7). The Review Committee will include at a minimum one (1) individual with a disability certified for ADA Complementary Paratransit.

The ADA Paratransit Review Committee will possess, either individually or collectively, certain skills and knowledge. Among these are:

- \* a working knowledge of the ADA complementary paratransit regulations, particularly the regulatory definition of ADA paratransit eligibility and the appeal process;
- \* an understanding of different types of disabilities and the functional capabilities characteristic of each;
- \* a knowledge of the fixed route system and the skills needed to understand and use it; and
- \* an understanding of the complementary paratransit service and the policies and procedures related to the service.

The ADA Advisory Committee, a sub-committee of the Lewiston-Auburn Transit Committee, serves as the ADA Paratransit Review Committee and advises the Lewiston-Auburn Transit Committee on policy and service of Lewiston and Auburn's public transit system and complementary paratransit for people with disabilities.

### **Appeal Hearing**

A hearing shall be set by the ADA Eligibility Review Committee within 30 days of the applicants request for an appeal. The appeal hearing shall be scheduled between all parties involved, the appellant, the fixed route provider, and the ADA Review Committee. The hearing date shall be confirmed in writing and sent by certified mail to the appellant to ensure receipt.

The hearing shall be more than an administrative review of the initial determination. The review committee is responsible for ensuring that the approved policy was followed, reviewing the judgment made regarding the individual's eligibility in the initial determination, and is to consider any additional information provided prior to or during the hearing, in an effort to provide a fair and reasonable determination.

### **Appeal Decisions**

Applicants will receive written notification stating the reasons why certification was denied within 30 days of the completion of the appeal process. If a decision can not be made within the 30 days, presumptive eligibility is to be granted to the individual until otherwise notified.

### **Service**

Paratransit service is not required to be provided for those individuals appealing their initial eligibility determination; unless the person has been through the appeal process and a decision is not made within 30 days of the hearing.

Paratransit service is to be provided for individuals who have filed an appeal due to a suspension of service.

All correspondence with applicants shall be done in an accessible format if requested.

### **"No-Show" Suspension Policy**

Complementary paratransit service can be suspended for a "reasonable period of time" for individuals who establish a "pattern or practice" of missing scheduled trips. The designated paratransit provider is responsible for documenting a suspension of service from the time an individual has their first "no-show" to final notification from the ADA Review Committee.

A no-show is any trip scheduled but not taken due to passenger error.

### **Causes for Suspension**

Service can be suspended for individuals who have developed a pattern or practice of "no-shows" for scheduled trips. A "no-show", resulting from the rider not canceling a scheduled trip within the specified time period (see Trip Cancellation), becomes a pattern or practice when the individual misses three (3) scheduled trip requests in a three (3) month period.

### **Special Circumstances**

Service cannot be suspended for circumstances beyond the individuals control and shall not be the basis for establishing a pattern or practice if:

- the paratransit service arrives at the pickup location early or late and the individual is not ready or has left to call or make other arrangements;

- a sudden family emergency arises that did not allow the individual sufficient time to notify the dispatcher;
- the individual had made a reasonable effort to notify the dispatcher that service would no longer be needed, but was unable to get through;
- a sudden turn for the worse in an individual with a variable condition causes them to miss a scheduled trip.

### **Suspension of Service**

Paratransit service will be suspended for individuals that have developed a pattern or practice of no-shows for trips requested. The penalty for having developed a pattern for not showing for scheduled trip requests is as follows:

Three (3) "No-Shows" in 3 Months:

<b>Offense</b>	<b>Action</b>	<b>Action taken by</b>
First	Letter	Mailed certified by the paratransit provider. Copies sent to fixed route provider and to LATC.
Second	30 Day Suspension of Service	ADA Eligibility Review Committee
Third in 1 Year	45 Day Suspension of Service	ADA Eligibility Review Committee

### **Suspension Process**

Upon determining sufficient cause to suspend an individual's service, the following steps must be taken prior to suspending service:

1. The individual must be notified in writing by the paratransit provider of its intent to suspend service, citing with specificity the basis of the proposed suspension and the proposed course of action.
  - a. Notice shall be sent certified mail (or similar) to document receipt by the individual.
2. The individual has 14 days to appeal in writing the suspension of service.
3. The individual shall be notified as to what course of action will be carried out.
  - If the paratransit provider does not receive a written appeal within the designated time, service will be suspended;

- If the paratransit provider does receive a valid written appeal, the provider can a) accept the individuals appeal and continue service or b) reject the appeal and proceed with suspending service.

### **Visitor Policy**

Complementary paratransit service shall be provided to visitors. A "visitor" is an individual with disabilities who does not reside in the Lewiston-Auburn area served by the fixed route transit.

Individuals presenting documentation that they are ADA paratransit eligible in the jurisdiction in which they reside shall be eligible.

Visitors who do not present such documentation shall be required to certify with the fixed route operator their place of residence and their disability. The certification shall be accepted by the fixed route operator that such individuals are unable to use fixed route transit.

Visitors are eligible for paratransit service for (up to) 21 days of service within a reasonable period of time, not to exceed 12 months from the date of the first paratransit. To receive service beyond this time, individuals shall be required to apply for eligibility.

### **Bibliography**

ADA Paratransit Handbook: Implementing the Complementary Paratransit Service Requirements of the Americans with Disabilities Act of 1990, U.S. Department of Transportation, Urban Mass Transportation Administration, September 1991.

Americans with Disabilities Act (ADA) Paratransit Eligibility Manual, U.S. Department of Transportation, Federal Transit Administration, September 1993.

"Articles of Incorporation", Lewiston-Auburn Transit Committee, September 10, 1976.

"Paratransit as a Complement to Fixed Route Service", 49 CFR 37, Subpart F, Vol. 56, No. 173, September 6, 1991.

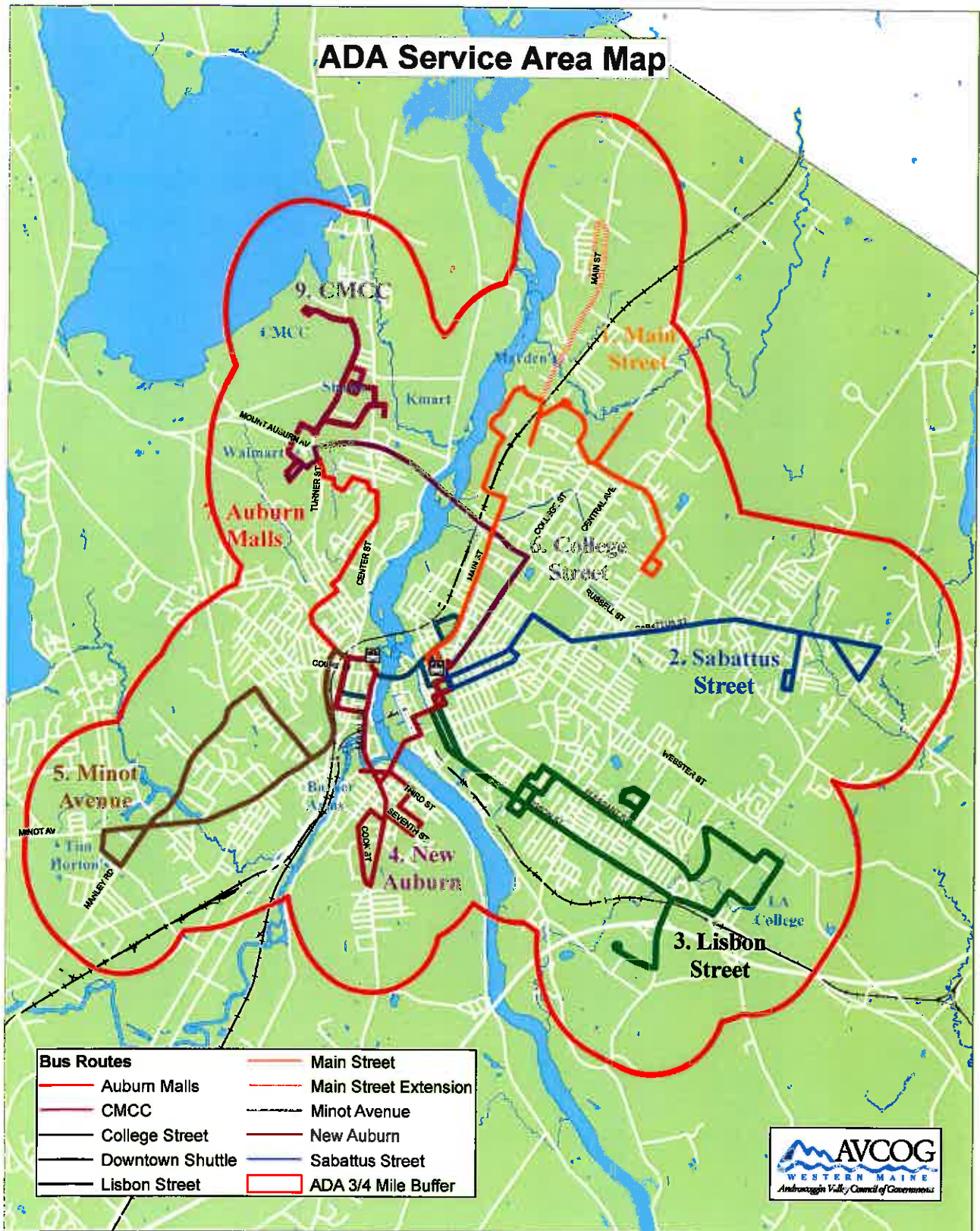
## **Appendix 1**

### **ADA Paratransit Service Contract**

Available upon request – Agreement for Maintenance and Operation of Transit Service for Lewiston and Auburn between Lewiston-Auburn Transit Committee and Western Maine Transportation Service, Inc., September 2008.



## Appendix 2

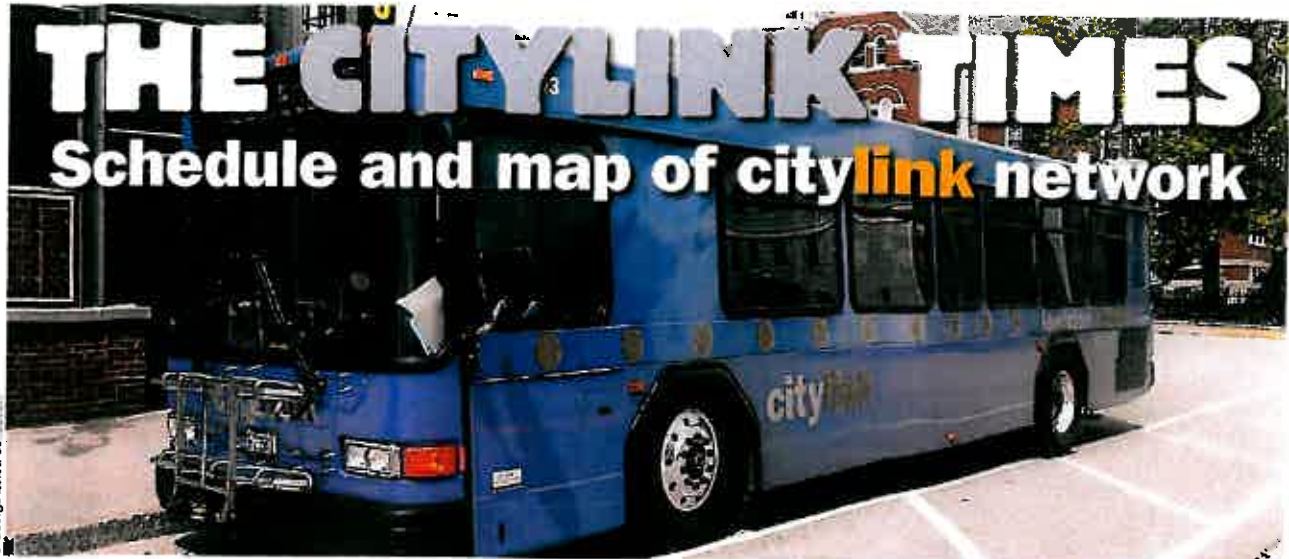




# THE CITYLINK TIMES

## Schedule and map of citylink network

© George Zelba Collection



### boarding the bus

When boarding, please have your pass, ticket, or transfer ready to give to the driver. When you are paying in cash, please have EXACT change ready to deposit in the fare box. Remember, the driver does not carry change! For your safety, limit your boarding items to what you can carry on at one time.

### free transfers

If you need to transfer to another bus to complete your trip, ask the driver on the first bus you board for a transfer ticket when you get off the bus. Transfers can only be used at Lewiston and Auburn transit centers. Transfers must be used within 60 minutes of the time shown. A transfer from a Lewiston bus can be used at the Auburn transit center and vice-versa. Transfers cannot be used for a return trip on the same bus, and are not needed or given out on the free Downtown Shuttle or the free Mall Shuttle.

### free fare shuttles

The Downtown Shuttle (Spring St.-Oak St.) and the Mall Shuttle (Wal-Mart-CMCC) are free. A fare or valid transfer is required if you are transferring onto another bus or bus route.



### service days

Service is available Monday through Saturday. Buses do not operate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas Day.

### bus passes

Bus passes are available at the following locations:

**Lewiston City Hall (City Clerk's Office)**  
**Auburn City Hall (Tax Office)**  
**Western Maine Transportation Services,**  
**76 Morrow Road, Auburn**  
**Shaw's (Auburn and Lewiston)**  
**Hannaford (Auburn and Lewiston)**  
**Walmart**  
**USM/LA College (USM students only)**  
**CMCC (CM students only)**  
**Lewiston Bus Station Greyhound Counter**  
**River Valley Village (Office)**



### fares

	SINGLE RIDE	MULTI- RIDE	MONTHLY PASS
Regular Fare	\$1.50	6=\$7.50	\$36
H.S. Students	\$1.25		\$18
Seniors/Disabled with medicare card or picture ID	75¢	11=\$7.50	\$18

### accessibility

citylink has equipped its fleet with passenger lifts that can be used by persons with wheelchairs or walkers or less visible disabilities such as arthritis, heart or breathing impairments that make it difficult for them to use the bus steps. Most citylink buses provide space for two persons in wheelchairs.

### ada paratransit

Curb to curb paratransit service is available for individuals who cannot use regular route buses because of a disability. ADA certification and one-day advance reservations are required. For more information, call 777-4563.

**(207) 777-4563**

**EFFECTIVE OCTOBER 1, 2012**

### passenger comments

Bus service is operated for the Lewiston-Auburn Transit Committee (LATC) by Western Maine Transportation Services. Please send comments to LATC, 125 Manley Road, Auburn, ME 04210.

### bike racks

citylink has bicycle carrying racks on the front of all its buses. Each rack can carry two bicycles. Bike racks are quick and easy to use.

#### LOADING YOUR BICYCLE

Step 1: Squeeze the release lever and lower the rack.  
 Step 2: Lift your bicycle and set on the rack.  
 Step 3: Raise the tension arm over the front tire to secure your bicycle.  
 Step 4: Board the bus.

#### RETRIEVING YOUR BICYCLE

Step 1: Remind the bus driver that you will be removing your bicycle.  
 Step 2: Remove the tension arm from the tire and remove your bicycle.  
 Step 3: Secure the lift to its upright position.

### bus 'n buy

Participating retailers will pay your way home when you ride citylink and use Bus 'n Buy. When you ride citylink to a participating Bus 'n Buy retailer, ask the bus driver for a transfer ticket upon disembarking. Shop at any of the participating businesses, and ask the cashier or customer service agent to validate your transfer ticket. When you get back on the bus, hand your validated transfer to the bus driver. It's easy! The following are participating Bus 'n Buy businesses:

**Save-A-Lot – Lisbon Street, Lewiston**  
**Shaw's – East Ave., Lewiston**  
**Shaw's – Center St., Auburn**  
**Wal-Mart – Mt. Auburn Ave., Auburn**

**visit us at [www.purplebus.org](http://www.purplebus.org)**

**follow us at purplebusla  
on twitter**



# saturday citylink service expanded!

Saturday service has become so popular that the Lewiston-Auburn Transit Committee has extended it to three additional routes, Routes 1, 2 and 3 serving the Main Street, Sabattus Street and Lisbon Street corridors.

citylink had already been operating three Saturday routes linking Auburn, New Auburn, and Lewiston to Wal-mart and the Auburn Malls.

The expanded Saturday service also increases the Auburn Malls route to hourly service with the addition of three more trips, and the Mall Shuttle will be running at uninterrupted 30 minute headways.

Saturday service was one of the most frequently requested service improvements over the past years, and once it ran, it proved its potential. "We continue to do our best to adapt the citylink service to meet the needs of the community as we are able," said Marsha Bennett, Transit Planner for the Lewiston-Auburn Transit Committee.

## 7 auburn malls

W	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
Great Falls	Spring School	Webster School	Thomas House	Andrews House	West Mall	Andrews Mall	Shaw's	K-Mart	Autumn Plaza	CMCC	West Mall	Andrews Mall	Thomas House	Webster School	Great Falls							
9:45	9:47	9:50	9:53	9:57	10:00	10:03	10:06	10:07	10:10	10:15	10:30	10:32	10:35	10:38	10:45							
10:45	10:47	10:50	10:53	10:57	11:00	11:03	11:06	11:07	11:10	11:15	11:30	11:32	11:35	11:38	11:45							
11:45	11:47	11:50	11:53	11:57	12:00	12:03	12:06	12:07	12:10	12:15	12:30	12:32	12:35	12:38	12:45							
12:45	12:47	12:50	12:53	12:57	1:00	1:03	1:06	1:07	1:10	1:15	1:30	1:32	1:35	1:38	1:45							
1:45	1:47	1:50	1:53	1:57	2:00	2:03	2:06	2:07	2:10	2:15	2:30	2:32	2:35	2:38	2:45							
2:45	2:47	2:50	2:53	2:57	3:00	3:03	3:06	3:07	3:10	3:15	3:30	3:32	3:35	3:38	3:45							
3:45	3:47	3:50	3:53	3:57	4:00	4:03	4:06	4:07	4:10	4:15	4:30	4:32	4:35	4:38	4:45							



## 8 mall shuttle

W	E	F	G	H	I	J
Wal-Mart	Auburn Mall	Shaw's	K-Mart	Auburn Plaza	CWCC	Wal-Mart
9:30	9:33	9:35	9:37	9:40	9:45	9:55
10:00	10:03	10:05	10:07	10:10	10:15	10:25
10:30	10:33	10:35	10:37	10:40	10:45	10:55
11:00	11:03	11:05	11:07	11:10	11:15	11:25
11:30	11:33	11:35	11:37	11:40	11:45	11:55
12:00	12:03	12:05	12:07	12:10	12:15	12:25
12:30	12:33	12:35	12:37	12:40	12:45	12:55
1:00	1:03	1:05	1:07	1:10	1:15	1:25
1:30	1:33	1:35	1:37	1:40	1:45	1:55
2:00	2:03	2:05	2:07	2:10	2:15	2:25
2:30	2:33	2:35	2:37	2:40	2:45	2:55
3:00	3:03	3:05	3:07	3:10	3:15	3:25
3:30	3:33	3:35	3:37	3:40	3:45	3:55
4:00	4:03	4:05	4:07	4:10	4:15	4:25

## 6 college street

Oak Street	B. Bates College	Wal-Mart	Auburn Mall	F. Shaw's	G. Shaw's	H. Auburn Plaza	I. CNCC	J. Wal-Mart	K. Bates College	L. Oak Street
9:15	9:19	9:30	9:33	9:35	9:37	9:40	9:45	10:00	10:02	10:05
10:15	10:19	10:30	10:33	10:35	10:37	10:40	10:45	11:00	11:02	11:05
11:15	11:19	11:30	11:33	11:35	11:37	11:40	11:45	12:00	12:02	12:05
12:15	12:19	12:30	12:33	12:35	12:37	12:40	12:45	1:00	1:02	1:05
1:15	1:19	1:30	1:33	1:35	1:37	1:40	1:45	2:00	2:02	2:05
2:15	2:19	2:30	2:33	2:35	2:37	2:40	2:45	3:00	3:02	3:05
3:15	3:19	3:30	3:33	3:35	3:37	3:40	3:45	4:00	4:02	4:05

## 4 new auburn

W	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
Wal-Mart	Auburn	Shaw's	Shaw's	Shaw's	Shaw's	Shaw's	Shaw's	Shaw's	Shaw's	Shaw's	Shaw's	Shaw's	Shaw's	Shaw's	Shaw's	Shaw's	Shaw's	Shaw's	Shaw's	Shaw's	Shaw's	
9:15	9:19	9:27	9:32	9:35	9:45	9:47	9:53	9:58	10:01	10:05	11:15	11:19	11:27	11:32	11:35	11:45	11:47	11:53	11:58	12:01	12:05	
1:15	1:19	1:27	1:32	1:35	1:45	1:47	1:53	1:58	2:01	2:05	3:15	3:19	3:27	3:32	3:35	3:45	3:47	3:53	3:58	4:01	4:05	

## 1 main street

W	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
Oak Street	River Valley Village	Wardens	Market place Mall	Spare-Time	Maple School	Maine Market	Golden School	Spare-Time	Wardens	River Valley Village	Oak Street											
10:15	10:23	10:25	10:28	10:32	10:44	—	10:50	10:53	10:56	10:59	11:05											
12:15	12:23	12:25	12:28	12:32	12:44	—	12:50	12:53	12:56	12:59	1:05											
2:15	2:23	2:25	2:28	2:32	2:44	—	2:50	2:53	2:56	2:59	3:05											
4:15	4:23	4:25	4:28	4:32	4:44	D	4:50	4:53	4:56	4:59	5:05											

## 2 sabattus street

Stk	B										C										Stk
	St. Mary's	W	E	S	D	A	H	D	E	H	W	S	D	H	W	S	D	St. Mary's			
Street	Hosp.	Food	Food	Food	Food	Food	Food	Food	Food	Food	Food	Food	Food	Food	Food	Food	Food	Hosp.			
9:15	9:21	9:27	D		9:32	9:42	9:47	9:52	9:58									10:05			
11:15	11:21	11:27	D		11:32	11:42	11:47	11:52	11:58									12:05			
1:15	1:21	1:27	D		1:32	1:42	1:47	1:52	1:58									2:05			
3:15	3:21	3:27	D		3:32	3:42	3:47	3:52	3:58									4:05			

D Stop on request only to drop off passengers.

## 3 lisbon street

Out Street	B S L Code	C Maple	D Elm	E Locust	F VA Code	G L.L. Code	H D Shaw's	I Locust	J S L Code	In Street
10:15	10:17	10:22	10:25	10:30	10:35	10:40	10:53	10:55	11:00	11:05
12:15	12:17	12:22	12:25	12:30	12:35	12:40	12:53	12:55	1:00	1:05
2:15	2:17	2:22	2:25	2:30	2:35	2:40	2:53	2:55	3:00	3:05
4:15	4:17	4:22	4:25	4:30	4:45	4:40	4:53	4:55	5:00	5:05





## Appendix 4

Application Form for

# ADAPT

Americans With Disabilities Act Para Transit

**(207) 784-9335**

**(800) 393-9335**



Western  
Maine  
Transportation  
Services, Inc.

This form is for individuals who wish to apply for use of the WMTS ADAPT transportation services. ADAPT stands for Americans with Disabilities ParaTransit service. It means that a bus comes to your door and provides local service in the Lewiston and Auburn areas. ADAPT is designed to provide equivalent accessible transportation to anyone who cannot use the fixed bus services of the citylink because of disability. The information obtained in this certification process will be shared only with other transportation providers in order to facilitate travel. The information will not be provided to any other person or agency.

### *Should I apply?*

- **Do barriers like steep steps, busy intersections, hills, lack of curb cuts, lack of sidewalks, the unavailability of a lift on a public bus, or heat or cold keep you from using the public bus system?**
- **Does a visual limitation, arthritis, spinal cord injury, traveling alone, difficulty recognizing new destinations or other impairment keep you from using fixed route bus systems?**
- **If you answered yes to any of the above, you may qualify for door-to-door transportation service with ADAPT.**

### *How to apply...*

1. Complete the general information and release of information on the following pages.
2. Have your doctor's office or rehabilitation specialist complete and stamp or sign the professional verification section.
3. Send the completed application to Western Maine Transportation Services.

*Continue onto the next page*

**Preparer Signature** - If this application has been prepared by someone other than the person requesting ADA certification, that person must complete and sign the following.

Name of Preparer \_\_\_\_\_ Capacity \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Daytime Phone \_\_\_\_\_

Signature of Preparer \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

***Step Two: Get Professional Verification (to be completed by Applicant)***

***Release of Information***

I, \_\_\_\_\_, am going to apply to WMTS to be determined to be "ADA Paratransit Eligible". I hereby authorize and direct you to provide the following information regarding my ability to use the transit services.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

***If the applicant has a cognitive disability please answer the following questions:***

Is the applicant able to perform the following functions without supervision:

1. Find his/her way between familiar locations? Yes/No Please explain \_\_\_\_\_
2. Signal Driver to get off at familiar bus stop and get off the bus there (assume the driver announces the major stops) Yes/No Please explain \_\_\_\_\_
3. At the bus stop served by more than one bus route, distinguish the correct bus to board and indicate to board? Yes/No Please explain \_\_\_\_\_

**Information in the box below is to be provided by the Doctor's Office or Rehabilitation Specialist.**

Note: Federal law requires that paratransit services be provided to persons who cannot use the available accessible city bus routes. The information provided will allow WMTS to make an appropriate evaluation of this request and its application to specific trip requests. Thank you for your cooperation in this matter.

Medical Diagnosis of the condition causing the disability: \_\_\_\_\_

Is this condition temporary? \_\_\_\_ If yes, expected duration: \_\_\_\_\_

Is there any other effect of the disability of which the Transportation Program should be aware?

Please describe \_\_\_\_\_

Your Name: \_\_\_\_\_ Office Phone Number: \_\_\_\_\_

Your Profession: \_\_\_\_\_ Office Address \_\_\_\_\_

Signature or Stamp \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

***Step Three: When this form is completed, send it to the address on the back.***

Thank you for your application, it will be processed promptly. Note: Applications will be returned when information provided is incomplete.



ADAPT  
Western Maine Transportation Services, Inc.  
76 Merrow Road  
Auburn, Maine 04210

### ***Step One: Complete the General Information Section***

The applicant is responsible for providing the general information on this page.

#### **Section 1: Personal Information**

Name: Last \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_

Address: Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (home) \_\_\_\_\_ (work) \_\_\_\_\_ Date of Birth: \_\_\_\_\_

#### **Section 2: Information about your disability**

1. What is the disability which prevents you from using the CityLink Bus Service?

---

---

2. How does the disability prevent you from using the city bus service?

---

---

3. Do you use any of the following? (Check all that apply)

☐ Wheelchair ☐ Electric Wheelchair ☐ Power Scooter ☐ Cane ☐ Crutches ☐ Walker ☐ Guide Dog

4. Do you require a Personal Care Attendant when you travel? ..... yes no

5. Can you climb three 12-inch steps without help? ..... yes no

6. Is the disability you have temporary? ..... yes no

7. Can you travel to and from the fixed route bus stop nearest your residence without help? ..... yes no

8. Can you travel 3/4 mile without the help of another person? ..... yes no

9. Can you wait outside without assistance for twenty minutes? ..... yes no

*Certification of information* - The applicant or the guardian must sign the certification even if someone else prepared the application. I hereby certify the information provided above is correct.

Signed \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Return Address:

Place  
Postage  
Here

WMTS **ADAPT**  
76 Merrow Road  
Auburn, Maine 04210

WESTERN MAINE TRANSPORTATION  
ADA ELIGIBILITY REPORT

# Appendix 5

NAME: \_\_\_\_\_ DATE APP REC'D: \_\_\_\_/\_\_\_\_/\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_

PROFESSIONAL VERIFICATION: \_\_\_\_\_ CONFIRMS \_\_\_\_\_ CONTRADICTS/MODIFIES

ACTION: \_\_\_\_\_ PERMANENT \_\_\_\_\_ TEMPORARY TIL: \_\_\_\_\_

\_\_\_\_\_ DENIED DATE: \_\_\_\_\_

APPEAL DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

ACTION: \_\_\_\_\_ PERMANENT \_\_\_\_\_ TEMPORARY TIL \_\_\_\_\_

\_\_\_\_\_ DENIED DATE: \_\_\_\_\_

COMPLETED BY \_\_\_\_\_ DATE \_\_\_\_\_

Category #1	Category #2	Category #3
Unable to independently ride accessible service	Eligible where service is inaccessible	Can't travel to and from bus stop
1. Qualifying Inabilities	1. Can't use inaccess service?	1. Disability prevents travel
<input type="checkbox"/> Able to get to bus stop	<input type="checkbox"/> Yes (can't use)	<input type="checkbox"/> Yes (short dist. Ideal circ.)
<input type="checkbox"/> Wait	<input type="checkbox"/> No (can use: not eligible)	<input type="checkbox"/> Yes (certain circumstances)
<input type="checkbox"/> Get on / off		<input type="checkbox"/> No : not eligible
<input type="checkbox"/> Keep Balance	2. Uses wheelchair?	
<input type="checkbox"/> Get to seat	<input type="checkbox"/> Yes	2. Conditions
<input type="checkbox"/> Grasp	<input type="checkbox"/> No	<input type="checkbox"/> Terrain
<input type="checkbox"/> Identify bus	a. Can use existing lift buses?	<input type="checkbox"/> Weather
<input type="checkbox"/> Get off at right stop	<input type="checkbox"/> Yes	<input type="checkbox"/> Variable Health
<input type="checkbox"/> None: NOT eligible	<input type="checkbox"/> No	<input type="checkbox"/> Distance over:
	b. Oversize wheelchair?	<input type="checkbox"/> Exceptional Trips
2. Conditions	<input type="checkbox"/> Yes	<input type="checkbox"/> Night
<input type="checkbox"/> Weather	<input type="checkbox"/> No	<input type="checkbox"/> Busy intersections
<input type="checkbox"/> Variable Health		<input type="checkbox"/> Barriers
<input type="checkbox"/> Crowds	3. Determination	
<input type="checkbox"/> Exceptional Trips	<input type="checkbox"/> If Inacc. Bus or stop	3. Determination
	(If No to A or B= Eligible)	<input type="checkbox"/> Full (1=1 <sup>st</sup> Yes)
3. Determination	<input type="checkbox"/> If no to A or B = Eligible	<input type="checkbox"/> Situational (1=2 <sup>nd</sup> Yes)
<input type="checkbox"/> Full (any item 1)	<input type="checkbox"/> Not Eligible	<input type="checkbox"/> Not Eligible (1=no)
<input type="checkbox"/> Situational (any item 2)	(No to 1 or Yes to B)	
<input type="checkbox"/> Not Eligible		

DATE CERTIFIED \_\_\_\_/\_\_\_\_/\_\_\_\_ CARD #: \_\_\_\_\_ EXP. DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

DISABILITY: \_\_\_\_\_

☐ AMB RACE: \_\_\_\_\_

☐ WHEELCHAIR HOH: \_\_\_\_\_

☐ PCA GENDER: \_\_\_\_\_

ANY SPECIAL INSTRUCTIONS: \_\_\_\_\_



## **Appendix 6**

### **Lewiston-Auburn Transit Committee ADA Advisory Committee**

#### **Members:**

Belinda Gerry  
Lewiston-Auburn Transit Committee  
Auburn Representative

Ann Bentley  
John F. Murphy Homes

Jack Desjardins  
Certified ADA Complementary Paratransit

Vacant  
Certified ADA Complementary Paratransit

Phil Nadeau  
Lewiston-Auburn Transit Committee, Chair  
Lewiston Representative

#### **Staff:**

Marsha Bennett  
Transit Coordinator  
AVCOG

Ashley Swett  
ADA Coordinator  
Western Maine Transportation Services, Inc.

Harold Allen  
Driver Supervisor  
Western Maine Transportation Services, Inc.

**EXHIBIT H**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**MASTER AGREEMENT**

**For Federal Transit Administration Agreements authorized by  
49 U.S.C. chapter 53, Title 23, United States Code (Highways),  
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users,  
as amended by the SAFETEA-LU Technical Corrections Act of 2008,  
the Transportation Equity Act for the 21<sup>st</sup> Century, as amended,  
the National Capital Transportation Act of 1969, as amended,  
the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5,  
February 17, 2009, or other Federal laws that FTA administers.**

**FTA MA(18)  
October 1, 2011**

**<http://www.fta.dot.gov/documents/18-Master.pdf>**

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