



JUNEAU COMMISSION ON AGING WORKGROUP AGENDA

April 14, 2026 at 3:00 PM

Zoom Only

<https://juneau.zoom.us/j/81491760970?pwd=bkFwWk42Mllmazl0aFdMS3ArTG5qZz09>

Or Call In: 1-253-215-8782 Meeting ID: 814 9176 0970; Passcode:858248

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. APPROVAL OF AGENDA**
- D. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**
- E. AGENDA TOPICS**

- 1. TRANSPORTATION DISCUSSION**

This workgroup meeting is to discuss senior transportation particularly with regard to Capital AKcess. Included in the packet is the Q&A from the March 10, 2026 JCOA Workgroup meeting with Jodi Van Kirk, Capital Transit Administrative Coordinator for further discussion. Also, please review the handbook and provide suggestions for the CBJ regarding updates.

- F. COMMITTEE MEMBER / ASSEMBLY LIAISON COMMENTS & QUESTIONS**

- G. NEXT MEETING DATES**

- 2. Upcoming JCOA Regular & Workgroup Meetings via Zoom at 3pm**

April 21: JCOA Regular Meeting

May 19: JCOA Regular Meeting

June 16: JCOA Regular Meeting

- H. SUPPLEMENTAL MATERIALS**

- I. ADJOURNMENT**

ADA accommodations available upon request: contact the Clerk's Office (907)586-5278 or city.clerk@juneau.gov at least 36 hours prior to a meeting, to request ADA arrangements.

Notes from the March 10, 2026 Juneau Commission On Aging Workgroup Transportation Meeting

Please let me know if you have additions but our initial takeaways were:

- 1) staff are needed to process applications with an understanding of issues facing seniors (cognition, disability, etc.) to ensure timely processing,
- 2) funding is needed for additional services, but CBJ cannot accept that funding so it would have to go to the Taxi company providing direct service (Jodi will forward info to Deb to explore) - it's unclear what their motivation is to pursue further services,
- 3) It is possible to develop a program in which all seniors could ride for \$4 if they are ineligible for ADA (we may need to reach out to see if we can help with program development) and
- 4) Capital Transit welcomes our review of the Riders Guide (attached below).

Jodi was receptive to the idea that Capital Transit would meet with services that provide assistance to elders (BRH, CCS, SEARHC, etc.) and provide guidance about filling out applications.

After the meeting, Deborah Craig asked additional questions and Ms. Van Kirk responded as follows:

1) Capital Transit staff are now processing ADA Apps. Did CCS perform this task as the previous grantee/contractor? If so, did they receive additional funding for performing this service that is now being performed by Capital Transit rather than the new vendor *Ground Transportation Solutions* (GTS).

- CBJ, as the fixed route transit operator, is ultimately responsible for ensuring ADA requirements are met; therefore, CBJ processes the ADA applications and did so while using prior service contractors. After a site review in 2022/2023, all ADA application processing was consolidated to the CBJ Capital Transit office staff.
- The prior and current paratransit contract is for the FTA ADA-required paratransit service operations using CBJ paratransit vehicles.
- The application process was not and is not a part of the contract funding.

2) What is the grant amount allocated for ADA Transportation to GTS ? Does the CBJ own and provide the vans to GTS? If so, does GTS currently basically provide drivers and phone/appointment services? What are the grant conditions (# of people served, days of service, etc.)? Is the current grant amount and conditions different than the grant with CCS?

- I've attached a copy of Bid 26-002 Term Contract for CBJ Paratransit Services Contractor to assist in the JCOA understanding. In keeping with CBJ policy, all contracts are put out for a competitive bid process every 5 years. The RFB lists the CBJ and FTA requirements as well as provided inventory to the successful bidder. CBJ purchases and maintains all paratransit vehicles.
- As a rural municipality providing fixed-route public transit, CBJ Capital Transit receives FTA 5311 funding and may not receive both 5311 and 5310 funding. While FTA 5311 funding may cover required ADA paratransit services if conditions are met, they are not tied to paratransit service conditions in the way that you reference.
- Municipalities and other agencies may apply for 5310 FTA grant funding to support the transportation of seniors and persons with disabilities. <https://www.transit.dot.gov/funding/grants/enhanced-mobility-seniors-individuals-disabilities-section-5310> https://dot.alaska.gov/transit/hs_funding_5310.shtml
- You may be able to locate public information regarding 5310 funding issued on the AK Dept. of Transportation ACT webpage or by inquiring with DOT or Catholic Community Services about their prior funding sources. https://dot.alaska.gov/transit/hs_funding_overview.shtml

3) Per our conversation, additional funding (5311?) is needed for services for seniors who do not qualify for ADA, but you specified CBJ cannot accept that funding so it would have to be allocated to the vendor (GTS). They are currently struggling to provide base service and before adding more duties, their buy in is critical. Have you had this conversation with them about this already? Do you have suggestions as to how to approach that situation?

- Please reference the 5310-funding links provided under question #2. Agencies cannot receive both 5311 and 5310 funding; both are formula funding.
- Insofar as Capital Transit's data, Ground Transportation Solutions (GTS) is meeting goals in providing services within CBJ parameters and ADA requirements for riders who have received ADA Paratransit requirements per CBJ.
- CBJ Capital Transit has continued to invest in equipment to ensure safe service continuity, and recently invested in Paratransit software to improve communications, increase efficiencies, and allow for CBJ to collect accurate information for both required FTA reporting and to use for more informed decision making.
- I believe that GTS or Juneau Taxi has or had a contract with SAIL to provide ADA transportation. Most likely, SAIL, JAMHI, Wildflower Court, Pioneer's Home, and SEARHC, among other agencies, have applied for 5310 funding to support their transportation programs.

4) You also mentioned the possibility of developing a program in which seniors could ride for \$4 if they are ineligible for ADA and there is no 5311 funding. Again, this would have to be supported by GTS as it does not seem they will generate much additional income at this rate. That said, JCOA is willing to help develop this program, but your guidance would be appreciated.

- The FTA allows for a reasonable paratransit fare, not to exceed 2x the fixed-route fare for the same trip. Fare collection would go to CBJ, so there would be no incentivization to the paratransit contractor. Fare collection revenue would feasibly reduce the high cost of operating paratransit; therefore, the CBJ Assembly **could** decide to allocate funding to support increased paratransit contractor costs and more Capital AKcess vehicles to provide non-ADA senior transportation.
- To reiterate, ADA-paratransit is fare-eligible, so it would be up to the CBJ Assembly to determine if fares should be charged, to which ridership, and at what rate.
- I believe that the Ketchikan Gateway Borough Transit provides free paratransit rides for ADA-eligible riders and charges a fee to non-ADA riders that works well for their community and may be an example for CBJ to review and consider. <https://www.kgbak.us/287/Fares>

5) One of our Commissioners asked - what is the number of people currently impacted? You mentioned CT does not accept incomplete applications so actual numbers might be unknown. Also, how often are seniors being denied service? Again, perhaps a difficult number to assess unless GTS is tracking but it would be good to know if anyone has fallen through the cracks in the new system. We can check with CCS with regards to the numbers they served previously - that might help with data gathering for comparison of service.

- The new paratransit software tracks all scheduled ride data. As noted above, GTS is not involved in the ADA application process and would have no information regarding application status or results. The information regarding the number of applications received, approved, returned for additional information, or unable-to-approve is not readily available and is not tracked by any demographic. Anecdotally, non-approvals are rare, but requests for form completion or additional information is not uncommon.
- CBJ Capital Transit receives monthly reports on ridership from contractors and reported ridership has increased since the contractor change.

Thank you,
Jodi Van Kirk

Admin. Coordinator Capital Transit | City & Borough of Juneau, AK
10099 Bentwood Place (907) 789-6901 ext. 4230 <https://juneaucapitaltransit.org>



Finance Department, Purchasing Division
Address: 155 Heritage Way, Juneau, AK 99801
Email: Purchasing@juneau.gov E-Submission: [Public Purchase](#)
Phone: (907) 586-5215 Option 4 // Fax: (907) 586-4561

THIS IS NOT AN ORDER

Req. No Re Bid

REQUEST FOR BID No. 26-002 TERM CONTRACT FOR CBJ PARATRANSIT SERVICES CONTRACTOR

ISSUED BY: Mary Johns CBJ Buyer

DATE OF ISSUE: 6/18/2025

BID DEADLINE: All bids submitted must be received **prior to 2:00 p.m., Alaska Time on 8/18/2025** or such later time as announced by addendum. Bids will be opened immediately thereafter. To attend the bid opening via teleconference, bidders and interested members of the public can dial 907-713-2140; enter the Participation ID Code No. 258358.

PRE-BID MEETING: A non-mandatory pre-bid meeting will be held 7/9/25 at 9:00 a.m. AK Standard time, via teleconference. To attend, call 907-713-2140 Participation ID Code 748914. Contractors interested in submitting bids should email CBJ Purchasing at purchasing@juneau.gov a minimum of twenty-four (24) hours prior to the scheduled meeting to provide notice of participation and submit any questions. *If no requests to attend are received the meeting will be cancelled*

SUBMISSION INSTRUCTIONS: Timely responses are accepted via Electronic Submission* through the CBJ's eProcurement Provider [Public Purchase](#) **Late responses are not accepted.**

If you aren't registered with you must complete the free registration in order to respond to the bid. Complete online registration at [Public Purchase](#). *Don't Delay: Registration is a two-step process and may take up to 24 hours to complete account verification.*

To submit your bid, complete the following:

1. Access the solicitation online at Public Purchase and **complete pricing for the line item listed.** *Public Purchase will automatically calculate the totals. Do not submit more than one pricing schedule.*
2. Download the Bidder's Signature Page and the Lobbying Disclosure & Certification Form, fill out all fields indicated, sign and upload to Public Purchase. **Upload only the documents provided.**
3. Complete Online Acknowledgments for: CBJ General Terms & Conditions (ATTACHMENT A), Bid Insurance Requirements (ATTACHMENT B), Capital Transit Paratransit Fleet List (C), FTA Federal Clauses (ATTACHMENT D), Lobbying Disclosure & Certification Form (ATTACHMENT E), CAPITAL AKcess ADA Paratransit "Rider's Guide (ATTACHMENT F). Contractors must acknowledge or acknowledge with exceptions. **(Exceptions may not qualify for award.)**

CONTACT, QUESTIONS & ADDENDA: The CBJ Purchasing Division is the sole point of contact for this solicitation. No oral interpretations will be made. Submit any interpretation requests in writing, noting issuing buyer, solicitation number and title, via email to purchasing@juneau.gov *The Deadline for all Questions is Seven (7) Calendar Days Prior to the Solicitation Deadline.* If changes to the solicitation are needed, they will be done through written addendum issued as promptly as feasible by the Purchasing Division, to all planholders.

INTENT: This Bid will establish a term contract with a qualified Contractor, who, under the direction of City & Borough of Juneau, (CBJ) Capital Transit, (CapTrans) will operate the CBJ CAPITAL AKcess Paratransit Services program. Contract services will be provided in accordance with U.S. Department of Transportation (USDOT) regulations governing the Americans with Disabilities Act (ADA) of 1990.

The CAPITAL AKcess Contractor will provide a comparable service for individuals whose disabling conditions prevent their use of the fixed route buses within $\frac{3}{4}$ mile of the designated fixed route service areas. To guarantee a successful operation of the CBJ's CAPITAL AKcess program, the awarded Contractor is expected to provide courteous and prompt service as specified and outlined in the contract Scope of Work and Specifications.

Responding bidders must have sufficient resources to be considered responsive, and responsible. Bidder must be capable of providing the required services in a mutually agreed upon timeline after award. References may be requested to prove the Contractor's ability to be responsive and responsible.

GRANT FUNDING REQUIREMENTS: Funding for this procurement may be provided by the Federal Transit Administration (FTA) under 49 U.S.C. 5311. Contractors must comply with all Federal Guidelines and rules governing the use of Federal monies. FTA Federal Clauses are contained in ATTACHMENT D. Contractor's compliancy and good standing with [U.S. Government System for Award Management \(SAM\)](#) will also be verified. Contractors who are not in good standing, will not be approved for award.

CONTRACTING DOCUMENTS: The complete contracting documents for these services will consist of the CBJ's complete bid document, including all attachments, exhibits, appendices and any issued addenda, and the awarded Contractor's submitted signed bid. Combined these documents make up the complete contract for these services.

CONTRACT TERM & EXTENSION: The initial contract term will be in effect from date of award through June 30, 2026. **There are up to four (4) additional automatic annual fiscal year renewals available based on satisfactory Contractor performance.** If all renewals are exhausted, the final expiration date for the contract will be 6/30/2030.

Contractor may provide written notice to terminate the contract without penalty providing the notice is given ninety (90) days prior to the upcoming renewal period.

The CBJ and the Contractor agree that any extension of the contract beyond the award period and any exercised renewal options will be considered as a "month-to-month" extension. All terms and conditions as set forth in the contract shall remain in full force and effect and CBJ will provide at least thirty (30) days' notice of the date of cancellation.

CONTRACT PRICING: The contract price shall include, but not be limited to all costs for labor, insurance, materials, equipment, and supplies needed to fulfill the requirements of the contract. **Contractors are expected to be responsive and responsible and submit pricing that is competitive, accurate, and rational.** Contract prices are to remain firm for the duration of the contract period unless a Price Adjustment is requested. See *CBJ General Terms and Conditions* (Attachment A) for information regarding price adjustments.

If the City agrees to the price adjustment request, a written contract amendment reflecting the change will be issued. Adjustments are not guaranteed. If CBJ does not agree to a price adjustment, it may offer a counter-adjusted price. If no agreement can be reached on a requested price increase the contract may be terminated and the project rebid or offered to the next best priced Contractor as determined by the bid posting notice.

CONTRACT ADMINISTRATION: In an effort to maintain the expected level of services and ensure that the Contractor is fulfilling all duties and reporting requirements CBJ will be assigning a Contract Administrator (CA) for this project. The administration of this contract will be done or delegated to a designee by the Public Works/Engineering (PWE) Director. If administration is delegated the Contractor will be notified by the PWE Director as to who the person is and their title.

CONTRACT CHANGES: The Contractor Administrator or their designee may need to respond quickly to the need for slight operational modifications, refinements, or changes throughout the term of the contract. Such changes, deemed minor by the CBJ Contract Administrator and agreed to by the Contractor, may be addressed, agreed to, and documented as an addition/change/modification to the contract through the use of email or other written communication and shall not necessarily need a formal amendment to the contract. Any such minor change mutual agreements will become a part of the complete contract and added to the contract file.

If at any time during the contract term, changes, to the scope of work, scope of services, or pricing are required, CBJ will negotiate the change(s) with the Contractor. *Note: Changes to the scope of work, or scope of services may or may not include amending the contract price.* Upon agreement by both parties, a written contract amendment will be drafted by the CBJ Purchasing Division and signed by the User Department and the Contractor. In the event that an agreement to the changes cannot be reached with the Contractor the CBJ may choose to terminate the contract, rebid the project, or depending on the circumstances CBJ may try to negotiate an agreement with the next best priced Contractor as determined by the bid posting notice.

PAYMENTS & INVOICING: Accurate invoices must be submitted via email to the designated Contract Administrator and the CBJ Accounts Payable Division. Invoices must include the purchase order number, Contractor's name and phone number. All payments shall be net 30 days upon receipt of complete and accurate invoice(s) unless specified otherwise. Any required monthly reporting should accompany any submitted invoices.

GENERAL TERMS & CONDITIONS, REQUIRED INSURANCE, FTA Federal Clauses & Lobbying Disclosure & Certification: Attached to this Bid are documents required for this project (ATTACHMENTS - A,

B, D, E). Contractors should carefully review all these attachments, as the Awarded Contractor is expected to comply with all of the requirements.

EXPERIENCE & CAPACITY: The Contractor and/or its employees must be capable and experienced in the work to be performed. The Contractor's work force must be of sufficient size to perform all work and have equipment, training or anything that is deemed necessary to perform contract services as specified.

REFERENCES: References may be a factor in determining the bidder's responsibility, responsiveness, and its ability to provide quality services for the City. Upon request the bidder must supply references that demonstrate the ability to perform the bid specified services. When considering the bidder's qualifications and experience the

CBJ will review references supplied by the bidder and may also consider all other references obtained from other firms, personnel, and sources beyond those references provided. The City may use their own experiences with the Contractor as a basis to determine the bidder's capacity to provide quality services.

Failure by the bidder to produce acceptable references upon request may deem the services offered unacceptable and bid non-responsive. Clarification on references may be requested and must also be provided within twenty-four (24) hours or less.

QUANTITY & ACCEPTANCE: The City does not guarantee any maximum or minimum quantities for trips, rides provided or annual usage. The CBJ reserves the sole and exclusive right to determine suitability of all services offered.

PERMITS, LICENSING & INSURANCE REQUIREMENTS: Contractor is responsible for obtaining and maintaining all appropriate licenses as required by federal, state, or local laws. An Alaska Business License is required to perform services in the State of Alaska. The business license can be obtained online at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> . If requested by the City, other licensing information may be required prior to award. **See ATTACHMENT B for a complete description of the Insurance Requirements for this contract.**

SUBCONTRACTING: Subcontracting is not allowed without the prior written consent of the Purchasing Division and the user department. If subcontracting is allowed, all requirements and provisions of the contract, including a list of employees and insurance requirements, must be met. Any substitutions for subcontractors or their professional staff can only be made with the prior written consent of the Purchasing Division

AWARD: Award will be made by **TOTAL BID** to the lowest responsive, responsible, qualified bidder. In the event the primary Contractor cannot meet their obligation, the City has the option to contract with the next available Contractor and will hold the original Contractor responsible for any incidental and consequential damages incurred.

CBJ CAPITAL AKcess PROGRAM OBJECTIVES: At the direction of the CBJ Capital Transit the Contractor will operate as an extension of the CBJ Capital Transit fixed route bus system by providing contracted paratransit services. The Contractor will provide door to door transportation services including passenger assistance to all ADA qualifying individuals as determined by the USDOT ADA guidelines. As part of the contract the Contractor for the CBJ CAPITAL AKcess services program will be provided with five (5) ADA accessible passenger buses for the sole purpose of performing services as the CAPITAL AKcess program.

PROGRAM BACKGROUND: The Americans with Disabilities Act of 1990 is intended to provide a comprehensive framework and approach for ending discrimination against persons with disabilities. The stated national goals of the ADA are identified in its preamble and include assurance that persons with disabilities have equality of opportunity, a chance to fully participate in society, are able to live independently, and can be economically self-sufficient.

There are five sections, or Titles, to the ADA. Title II addresses public services, and transportation services provided by public entities. On September 6, 1991, USDOT published final regulations implementing Title II of the ADA. Included in these regulations is a requirement that public entities operating fixed route transportation service for the general public also provide complementary paratransit service to persons unable to use the fixed

route system. The regulations specify when this service is required; eligibility criteria for these paratransit services; the level of service which must be provided; and standards for certain aspects of operation. In Juneau, fixed route service to the general public is provided by Capital Transit operated by the Transit Division of the City and Borough Public Works Department. Complementary paratransit service to persons with disabilities unable to use the fixed route service has been provided, since 1982, originally name the CBJ Care-A-Van service and currently marketed and referred to as "CAPITAL AKcess". This complementary paratransit service is contracted out and administered by the City's Transit Division.

Capital AKcess operations during FY24, ending June 30, 2024, provided approximately 20,000 ADA registered passenger trips, requiring approximately 188,602 total miles, and consuming approximately 21,500 gallons of fuel (unleaded gasoline).

CBJ ADA PARATRANSIT GUIDELINES & FEDERAL REGULATIONS OF TRANSPORTION SERVICES FOR INDIVIDUALS WITH DISABILITIES AS A COMPLEMENT TO FIXED ROUTE SERVICE: ATTACHMENT F is

the current [CBJ CAPITAL AKcess ADA Paratransit Rider's Guide](#) which demonstrates the service expectations from the Riders Viewpoint. The following link provides additional information on the regulations, and requirements, which apply to operations and procedures of the paratransit services contract: <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/part-37-transportation-services-individuals-disabilities>.

CONTRACT COMPLIANCE MEETINGS & PERFORMANCE REVIEWS: The services provided by this contract are of critical importance to many citizens of our community. As such this contract comes with a high level of public scrutiny. There is a substantial expectation on the level of performance proficiency expected from the paid professional Contractor who is acting on behalf of the City for paratransit services.

To ensure contract compliance and straightforward communication, the Contract Administrator and/or Capital Transit Staff essential to contract compliance and operations and the Contractor will hold regularly scheduled meetings. The meetings will evaluate the Contractor's performance and will include reviews of the operational and administrative. i.e., reporting and accounting procedures.

It is possible, at the contract's inception that weekly meetings will be necessary. Over the life of the contract the frequency, and duration of the regularly scheduled meetings will be mutually agreed upon with the awarded Contractor.

In addition to compliance meetings CBJ may choose to use rider surveys, random road reviews, employee interviews with drivers on actual routes, or any other analysis deemed necessary to ensure that the Contractor is complying with all CBJ and ADA regulations/rules and meeting the expected level of performance. Documentation of the Performance Review findings will be shared and discussed with the Contractor at a regularly scheduled meeting.

SERVICE IDENTITY: At no time will the Contractor represent that the CAPITAL AKcess service is a service that their business is providing. Any and all correspondence, including verbal, electronic, created and/or communicated by the Contractor will clearly represent the CAPITAL AKcess service is a service provided by the CBJ and operated by the Contractor.

The Contractor will not represent other services it may provide as an extension, or part of, CAPITAL AKcess Contract. The Contractor is required to use only CBJ CAPITAL AKcess vehicles when providing all services under this contract. The use of any Contractor owned/rented/leased vehicles to provide services for this contract is strictly prohibited.

POTENTIAL TRANSITION PLAN: If a new Contractor is awarded the CBJ paratransit services contract a comprehensive transition plan will be developed by Capital Transit. The plan will include announcing to the public the new Contractor's name, any changes to contact phone number and any other printed/dated material, and procedural and/or operational changes.

CBJ expects all parties involved to work efficiently towards a transition that is the least disruptive for the end-users of the paratransit services. The transition plan will be negotiated and will be mutually agreed upon by all

effected parties. A new Contractor should have the ability to begin furnishing services as soon as reasonably feasible.

SCOPE OF WORK & SPECIFICATIONS: The Contractor will, under the general direction of the Capital Transit Superintendent, or his/her designee, provide door to door accessible transportation to qualifying individuals in accordance with regulations implementing the Americans with Disabilities Act within the City and Borough of Juneau.

The following specifications describe or define the minimum requirements, expectations, and qualifications necessary for any qualified Contractor. Any Contractor submitting bids must:

- be familiar with and demonstrate that it has experience complying with the Americans with Disabilities Act of 1990, especially Title II.
- be able to operate CBJ Paratransit Service, "CAPITAL AKcess", separate from any other activity it may be involved in.
- have staff available, or be able to hire staff, to meet the requirements as stated in the "Scope of Work" in this solicitation.
- be able to maintain on-time performance level of 90%, (except during weather emergencies). *On-time performance is the thirty (30) minute window buffering scheduled time used to assess timeliness of each pickup.*
- have prompt and open communication including reporting requirements and notification for certain major events.
- have staff certified, or able to get staff certified, to conduct driver training in "Passenger Assistance Safety and Sensitivity" (PASS) and "Smith System" within 180 days of hire.
- have the means to collect and compile data for required reports and record keeping.
- be able to provide or be able to obtain secure storage for CBJ vehicles in its possession but not currently in service.
- be able to implement a drug and alcohol testing program in accordance with 49 CFR Part 40 Procedures for Transportation Workplace Drug and Alcohol Testing Programs and 49 CFR Part 655 Prevention of Alcohol Misuse and Drug Use in Transit Operations.
- have facilities or be able to obtain facilities that will be used to clean CBJ vehicles interior and exterior daily, 12 months of the year, or arrangements to have them cleaned, and the ability establish a program to ensure the vehicles stay clean.

SERVICES HOURS & OPERATIONAL REQUIREMENTS:

HOURS OF OPERATION: The Contractor must provide transportation services during the CBJ Capital Transit fixed route hours of operation. Scheduling of staff must be sufficient to prevent rider turn downs for the next day's service. *The hours listed are the minimum contracted hours required to be provided by the Contractor.*

It would be the Contractor's discretion to offer more hours; however, **CBJ will only pay the Contractor** for the hours required by the contract.

The schedule is currently seven days per week, *Monday through Sunday*, except for the listed holidays, according to the following schedule:

Operation Hours:

Summer Service (currently April 21st – October 19th, 2025)

Monday – Friday 6:00 a.m. to 11:45 p.m.

Saturday - Sunday: 6:50 a.m. to 11:45 p.m.

Winter Service (currently October 20, 2025 – April 19th, 2026)

Monday- Saturday: 6:00 a.m. to 11:45 p.m.

Sunday 8:50 a.m. to 6:45 p.m.

No Service Days*: There will not be any service provided on the following holidays: New Year's Day, Independence Day, Thanksgiving Day, Christmas Day.

***Any additional CAPITAL AKcess "No Service Days"** will be the same days that Capital Transit does not provide fixed-route transit service.

SCHEDULED SERVICE: Transportation shall be provided by the Contractor in response to a request for service. Persons eligible for transportation shall call and schedule a request for service. The Contractor shall make every effort to provide all service requested. Trip time may be negotiated in accordance with the requirements of the regulations implementing the Americans with Disabilities Act.

HOURS FOR SCHEDULING: The Contractor shall have a person available to schedule transportation during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday.

On Saturday, Sunday and holidays the Contractor shall have a person available to schedule transportation during the hours of 2:00 p.m. to 4:00 p.m.

A mechanism for leaving voicemails (i.e. message machine) will be available during all other hours of the day and days of the week.

TTY TO VOICE SERVICES: Alaska Relay is a free service for people with hearing or speech loss to communicate with standard telephone users. Visit www.alaskarelay.com for more information.

ON-TIME PERFORMANCE: The Contractor shall maintain an on-time performance level of 90%, (except during weather emergencies). Any ride, which has been delayed for any reason (except during weather emergencies) beyond the on-time window shall be considered outside the acceptable range and shall be considered late.

SPECIFIC PASSENGER REQUESTS: Paratransit passengers may on occasion request that the Contractor's Drivers not meet, or walk them to the pickup, or drop off, door. In compliance with the ADA, the Contractor will respect the patron's request; however, Drivers must then watch or verify that the patron does safely make it to the location's entrance prior to the Driver departing the location. Passengers that request not to be met or escorted by the Contractor's Driver will be noted and documented through an email or written communication to the Paratransit Contract Administrator or their designee.

EMERGENCY & UNSCHEDULED SERVICE: Emergency and unscheduled service shall be provided if capacity exists.

RADIO DISPATCHING FOR DRIVERS: The Contractor shall provide radio dispatching services for drivers during the Hours of Operation.

RESERVATION SCHEDULING: The Contractor shall provide scheduling services during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday except during the No Service Days listed under Hours of Operation. On Saturday, Sunday and holidays the Contractor shall have a person available to schedule transportation during the hours of 2:00 p.m. to 4:00 p.m.

CONTRACTOR'S PERSONNEL: Contractor represents that it has, or will hire, all personnel required to perform the services under this contract. Such personnel shall not be employees of or have any contractual relationship with CBJ. All of the services required shall be performed by Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized and licensed under state and local law to perform such services.

DRIVER RECRUITMENT, TRAINING & BACKGROUND CHECKS: CBJ will develop a complete list of minimum qualifications for drivers with the awarded Contractor. Minimum driver qualifications must include but are not limited to, possessing a current valid driver's license, a clean driving record history for the past two (2) years, passing pre-hire background checks, passing a pre-employment drug test, being available for on-going drug testing, per the "FTA Drug and Alcohol Testing" paragraph below.

Due to the limited number of passengers transported and gross vehicle weight CBJ CAPITAL AKcess Drivers are not required to hold a Commercial Drivers' License (CDL). Driver training will be the responsibility of the Contractor and will require each driver and supervisory staff to be certified in "Passenger Assistance Safety and Sensitivity" (PASS) training and the "Smith System" training.

Due to the infrequent availability of this training being provided by outside agencies it is highly recommended the Contractor have at least one employee trained to be a "Trainer" of these courses. Criminal background checks

will be done on all employees, prior to commencement of work. This information is to be maintained at a local office of the Contractor and available for review by the City within forty-eight (48) hours of request. *(Do not submit background checks with your bid. Such information will be required prior to commencement of work.)*

FTA DRUG & ALCOHOL TESTING: The Contractor must implement a drug and alcohol testing program in compliance with 49 CFR Part 40 Procedures for Transportation Workplace Drug and Alcohol Testing Programs and 49 CFR Part 655 Prevention of Alcohol Misuse and Drug Use in Transit Operations, including adopting of a drug and alcohol testing policy. CBJ will approve the policy before it goes into effect.

CBJ will audit the program twice a year and provide any required revisions. All safety-sensitive employees not already covered by an FTA compliant drug and alcohol testing program must pass a pre-employment drug test before operating or controlling the movement of CAPITAL AKcess vehicles. Covered employees and supervisors and/or company officials making reasonable suspicion testing decisions must receive required training.

SAFETY EQUIPMENT: CBJ provided vehicles are equipped with the required safety equipment. The CBJ will work closely with the Contractor to ensure that it is familiar with the safety equipment on each vehicle. The Contractor is responsible for ensuring that the safety equipment is on board each vehicle when performing the daily Vehicle Inspection Report (VIR).

While CBJ provided vehicles do not currently have dashboard cameras for interior security video, review of camera options is in progress. If CBJ determines a positive risk-cost analysis to installation of dual-facing dashboard cameras, the Contractor agrees to facilitate the installation of cameras into the Capital Transit provided vehicles and train employees on their use and purpose.

COORDINATED TRANSPORTATION: Under the following conditions it is possible that a non-ADA passenger could use the paratransit services. First and foremost, there must be a reason the intended passenger cannot use the fixed route system. If the Contractor receives a request for transportation services from a private, nonprofit, human service agency, City and Borough vehicles may be used by the Contractor to provide these transportation services with prior approval from the CBJ Capital Transit Contract Administrator, or designated representative.

Coordinated transportation services may not detract from the public transportation service funded under this contract; must be reported monthly; must not require the use of additional vehicles; and the cost of which cannot be included in price adjustments requests.

Approved Coordinated Transportation services provided by the Contractor with CBJ buses must not add any additional costs to the program and should not be assumed to be available for use as part of other non-contracted services that the Contractor may provide apart from the paratransit services contract. Any non-ADA rider would need to be documented in the monthly reports as directed in that requirement.

INCIDENTAL USE: Incidental use is defined as the authorized use of real property and equipment acquired with FTA funds for purposes of transit, but which also has limited non-transit purposes due to transit operating circumstances.

- All incidental use must be compatible with the approved purposes of the project and not interfere with intended public transportation uses of project assets.
- Any incidental of CBJ buses must be pre-approved by the CBJ Capital Transit Contract Administrator, or designated representative.
- Approved Incidental use by the Contractor of the CBJ buses must not add any costs to the program and should not be assumed to be available for use as part of other non-contracted services that the Contractor may provide apart from the paratransit service contract.

DONATIONS RECEIVED: No fees are to be charged to the passengers who use the CBJ Paratransit Services. The Contractor, and its drivers, may not solicit donations for CAPITAL AKcess services. On occasion, users of CBJ CAPITAL AKcess, will insist on providing donations or 'tips' for the services provided.

Any donations received from the use of the CBJ CAPITAL AKcess paratransit services may be kept by the awarded Contractor; however, all donations received by the contractor or its drivers must be documented on a 'daily log sheet'. (The Contractor may develop the format and choose how to instruct their employees to complete the daily log sheet.)

The daily log sheets are to be summarized in the form of an excel spreadsheet report and provided to the CBJ Contract Administrator on a Monthly basis. CBJ will work with the Contractor to establish the format and information preferred on the Excel report.

SERVICE AREA: The Contractor must provide transportation services within ¾ mile off of the Capital Transit route, in any land-continuous direction. It would be the Contractor's discretion to offer service beyond this defined area; however, CBJ will only pay the Contractor for the service required by the contract.

REPORTING & NOTIFICATION REQUIREMENTS: The Contractor shall notify and submit reports to the City's Contract Administrator as directed below. *(Report formats are negotiable and will be determined after award with Contractor and CBJ.)*

IMMEDIATE NOTIFICATION: As the owner of the service being provided and the vehicles being used to provide the service, CBJ Capital Transit must be notified by the Contractor immediately of certain major events.

Vehicle Damage, Accidents, passenger/driver conflicts and/or passenger injury incidents will be reported immediately to the Capital Transit Contract Administrator, or designated representative.

Any vehicle maintenance requirements that render a vehicle unsafe to operate or that may cause further damage if continuing to operate must be **immediately** reported to the Capital Transit Maintenance Supervisor. If the Contractor is uncertain if the vehicle should continue to operate, they should notify the Capital Transit Maintenance Supervisor immediately to verify.

If a CBJ CAPITAL AKcess fleet vehicle breaks down arrangements for a replacement vehicle will be made. Under no circumstance will the Contractor be allowed to use a vehicle from their own fleet to provide CAPITAL AKcess services.

WEEKLY REPORTING: A fuel report outlining the amount of fuel each vehicle used will be submitted to the Capital Transit Maintenance Supervisor weekly. If any, also include a summary report of any previously reported vehicle damage that occurred. A Daily Vehicle Inspection Report (VIR) for each vehicle operated must be submitted.

Any VIR indicating vehicle faults will be submitted to Capital Transit Maintenance within 24 hours.

MONTHLY REPORTING: The Contractor shall submit monthly reports to the Capital Transit Contract Administrator within 7 days of the end of each month. These reports shall include the following:

- a) An explanation that the contracted services are being performed in accordance with the terms of this contract. Any exceptions must be described and explained.
- b) A list of any trips requested and not provided by the Contractor for paratransit services, with an explanation why not provided.
 - Turn down log
 - Missed trips
 - No-shows
- c) A Daily Vehicle Activity Log for each vehicle including monthly totals.
- d) A list of all rides provided by each vehicle.
- e) Comments/complaints/compliments with resolution.

- f) Trip duration.
- g) On-time performance.
- h) Reservation capacity.
- i) Visitor trips.
- j) Detailed list of coordinated transportation services and/or incidental vehicle use outside of the contracted service.
- k) Alaska Mental Health Trust Authority ride information.
- l) Employee training conducted.
- m) Number of employee drug and alcohol tests provided.

QUARTERLY REPORTING: The Contractor shall submit quarterly reports to the City's Contract Administrator. These reports shall include the following: The results of the Drug and alcohol testing.

ANNUAL REPORTING: The Contractor will submit annual Drug and Alcohol Management Information System reports.

DATA RETENTION: The Contractor should abide by standard office protocol with regards to data and document retention and if, requested, provide CBJ with their documented records retention plan. Upon termination, cancellation, expiration of this contract, the Contractor shall return all data pertaining to CAPITAL AKcess to Capital Transit or provide documentation that proves that the data was confidentially destroyed as noted by the Contractor's documented records retention plan.

DETERMINATION OF SERVICE ELIGIBILITY: The "Eligibility for Services" has not changed from the current contracted services. ALL Passengers that are able to ride the fixed routes will be encouraged to do so. The [CAPITAL AKcess ADA Paratransit "Rider's Guide"](#) (ATTACHMENT F) can be viewed as a resource for determining the process to establish service eligibility.

Any individual wishing to apply for Capital AKcess eligibility may submit a completed application for review by Capital Transit contract administration staff. Anyone visually determined to meet the qualifications may use 21 days of service while awaiting their ADA card issuance.

In the interim their other option is to utilize the fixed route system. Clients could contact Capital Transit by fax, email, or mail and provide the required documentation so that services can be provided while waiting for their ADA card. To preserve the availability of services for those who can only use the paratransit services, riders that are able to use the Fixed Route Services should be politely encouraged to do so.

The following persons are eligible for service:

- a. **Certificate of Eligibility for ADA Paratransit Service:** Persons who are certified as eligible for ADA paratransit service by CBJ Capital Transit staff. Proof of eligibility shall be available and shown to the driver upon request. For purposes of this agreement, such a person shall be called an "eligible passenger".
- b. **Personal Care Attendant:** One personal care attendant may accompany an ADA eligible passenger. The attendant must board and disembark at the same locations as the eligible passenger.
- c. **Companion:** An eligible passenger may be accompanied by one companion, more companions *on a space available basis*, in addition to the personal care attendant. The companion(s) must board and disembark at the same locations as the eligible passenger.
- d. **Visitors:** Visitors who are certified ADA paratransit eligible in their home jurisdictions or are determined to have a disability by the CBJ, must be provided service for 21 days over a 365-day period. The Contractor must track the number of days a visitor is provided service to ensure that the 21-day service requirement is met.

- e. **Fees:** No fees are to be charged to the passengers, and the Contractor will not solicit passengers for donations in any way for this service.

RESPONSIBILITIES FOR PASSENGERS: The Contractor shall be fully responsible for the care and supervision of passengers during their period of transportation.

The Contractor is responsible from the time a passenger crosses the threshold of the exterior door of their origin until the passenger crosses the threshold of the exterior door of their destination.

Paratransit passengers may on occasion request that the Contractor's drivers not meet, or walk them to the pickup, or drop off, door. In compliance with the ADA, the Contractor will respect the patron's request; however, Drivers must then watch or verify that the patron does safely make it to the location's entrance prior to the Driver departing the location.

If a passenger falls or has potential for harm before reaching the door, the driver should provide assistance, if possible, or call for medical assistance as necessary. **See Specific Passenger Requests**

PATRON PRIVACY: Patron privacy is a required component of these contracted services. The Contractor shall act professionally and uphold a practical expectation of personal space and privacy for all patrons using the CBJ CAPITAL AKcess service.

This includes, but is not limited to the sharing of information regarding, naming persons using services, dissemination of conversations while in transit, disclosure of medical conditions, reason for transport and locations transported, etc.

AUDITS: The administration of this contract is subject to the rules and regulations of the Federal Transit Administration (FTA) and will require occasional audits of all contract records.

In the event of an audit, CBJ may request additional records or resources to be produced from the Contractors' Records pertaining to contract operations and administration.

CBJ expects comprehensive and timely cooperation from the Contractor during audits when additional documentation is requested.

PROVIDED BY CBJ OR SHARED DUTIES:

- a) Provided by the CBJ: The City will provide five buses designed to be accessible to persons with disabilities and to accommodate passengers in wheelchairs for transportation, based upon current ridership levels.
- o See ATTACHMENT C – Fleet List for complete, i.e., (fleet details, GVWR 11,500lbs and passenger capacity of 8, six (6) seated and two (2) wheelchairs.)
 - o Each bus will be equipped with video monitoring system.
 - o The City will also provide the radio, including base station and frequency, and a phone number and email address for Capital AKcess operations.
- b) Provided by the Contractor: Paratransit services will be provided by the Contractor with the wheelchair accessible buses provided by the City.
- c) The Contractor will/must:
- ensure that all vehicles are operated in a reasonable and safe manner,
 - secure automobile liability insurance for all CBJ-supplied vehicles as described in Attachment C of this document.
 - be responsible for the cost of repairs of all vehicle damage resulting from accidents, abuse, or other unusual damage (other than typical wear and tear),
 - provide all facilities, fuel, and other equipment necessary to fulfill the obligations of the contract,
 - provide secure vehicle storage,
 - agree to adopt any technology/hardware/software that is purchased by the CBJ for the benefit of CAPITAL AKcess and that will allow the CBJ to access data.

VEHICLE MAINTENANCE:

CBJ RESPONSIBILITIES: The City shall be responsible for: routine maintenance and repairs resulting from normal operation (fair wear and tear) of the City vehicles, including vehicle servicing and tires.

CBJ Mechanics will also inspect vehicle condition while performing scheduled servicing. An inspection of the fleet vehicles condition will be performed annually on each vehicle and recorded on an "Equipment & Vehicle Condition Form". *(Necessary data and format of the Equipment & Vehicle Condition Form will be determined with the awarded Contractor.)*

CONTRACTOR RESPONSIBILITIES The Contractor will maintain CBJ vehicles, clean inside and out, and establish a cleaning program that requires every vehicle to be cleaned at a minimum daily.

When required, the Contractor will deep clean or 'detail' vehicles (inside and out), so they maintain a welcoming and professional appearance.

The Contractor agrees to inspect vehicles periodically to ensure that vehicles meet the CBJ's cleanliness and safety standards.

Acknowledgement: The undersigned, as bidder, declare that we have examined all contract/solicitation documents contained herein and/or attached, and agree thereon with the City and Borough of Juneau to do everything necessary for the fulfillment of this contract.

We agree any addenda issued/received are part of the contract documents.

Certification of Non-Collusion: We certify we have prepared our bid independently and without direct or indirect collusion, restraint of trade or other unfair competitive practices.

We understand that any false statements made to meet any requirement may result in contract cancellation or initiation of action under Federal, State, or municipal laws and/or ordinances.

This signature page must be signed by a person who has authority to bind the company.

TOTAL BID \$		No. of Addenda Issued
Company Name		
Company Address		
Company Phone	Direct Line or Cell for Rep	Fax No.
Company Email	Representative's Email	Company Website
Signature of Authorized Representative		
Authorized Representative Name & Title (Print)		Date

**Name and Title of Authorized Rep must be legibly printed directly beneath their signature.*

Bidders complete and upload this document with response.

- We have thoroughly reviewed Bid No. 26-002 in its entirety. Including all attachments, required terms & conditions, insurance requirements, and federal funding requirements.
- We can provide a Certificate of Insurance (COI) for the amounts and types identified in Attachment B and upon award.

MUST SUBMIT THIS PAGE



Finance Department, Purchasing Division
 Address: 155 Heritage Way, Juneau, AK 99801
 Email: Purchasing@juneau.gov E-Submission: [Public Purchase](#)
 Phone: (907) 586-5215 Option 4 // Fax: (907) 586-4561

Acknowledgement: The undersigned, as bidder, declare that we have examined all contract/solicitation documents contained herein and/or attached, and agree thereon with the City and Borough of Juneau to do everything necessary for the fulfillment of this contract.

We agree any addenda issued/received are part of the contract documents.

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This signature page must be signed by a person who has authority to bind the company.

TOTAL BID \$		No. of Addenda Issued
Company Name		
Company Address		
Company Phone	Direct Line or Cell for Rep	Fax No.
Company Email	Representative's Email	Company Website
Signature of Authorized Representative		
Authorized Representative Name & Title (Print)		Date

**Name and Title of Authorized Rep must be legibly printed directly beneath their signature.*

Bidders complete and upload this document with response.

- We have thoroughly reviewed Bid No. 26-002 in its entirety. Including all attachments, required terms & conditions, insurance requirements, and federal funding requirements.
- We can provide a Certificate of Insurance (COI) for the amounts and types identified in Attachment B and upon award.

MUST SUBMIT THIS PAGE



Finance Department, Purchasing Division
 Address: 155 Heritage Way, Juneau, AK 99801
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 Phone: (907) 586-5215 Option 4 // Fax: (907) 586-4561

General Terms and Conditions

The following General Terms and Conditions are standard to the City's Purchasing Division for all purchases. Unless otherwise specified in the solicitation document, the following General Terms and Conditions will apply. Other specific terms and conditions may be provided in the solicitation specifications. In the event of a conflict between the general terms and conditions and the specifications, the specifications shall take precedence. The CBJ Purchasing Division, or their designee, will be establishing the official Time and Date of receipt of all solicitation responses. Vendor responses to Quote and Bid solicitations will be considered the best and final offer and are non-negotiable.

Addenda: Bidders shall acknowledge receipt of all addenda issued for the solicitation document. Failure to acknowledge all addenda may result in the Vendors' response being rejected as non-responsive. It is the Vendor's responsibility to verify and acknowledge any addenda issued.

Award: Following the posting of evaluations and scoring, the successful Proposer will be required to accept the City's contract. If needed, any changes to the scope, schedule, or compensation as lined out in the RFP document may be discussed, and must be mutually agreed upon. Changes will be documented in the Contract. Note: Any agreed adjustments cannot have an effect on the ranking of proposals. If agreement cannot be reached, with the apparent best Proposer, the CBJ will discontinue the discussion and the next highest ranked Proposer will be offered the project. Upon receipt of a fully executed contract, the CBJ will issue a purchase order that will serve as the notice to proceed.

Bid Bond/Security: When requested, bid bonds must be submitted with the Vendor's response and shall be in the form of a certified check, cashier's check or approved bid bond, in a minimum amount of at least 5 percent of the maximum total amount for award. Checks or Bonds shall be made payable to the City and shall be given as a guarantee that the Vendor, if offered the award, will conform with the all specifications, furnish any required documentation, including but not limited to, Payment Bond, Performance Bond and Insurance Certificates. In case of vendor refusal or failure to enter into an agreement, the Check or Bid Bond shall be forfeited to the City. Failure of the Vendor to furnish the required bid security with their response will deem the Vendor non-responsive.

Bid Surety: In lieu of a performance bond, when specified in the solicitation, a bidder may post a surety to ensure performance over the entire term of the contract. The surety shall be made payable to the City in the form of a cashier's or certified check or certificate of deposit in the percentage amount stated in the solicitation, of the total contract value. If indicated in the solicitation, an option to withhold a set percentage from Vendor payments may be available as an alternative surety. Failure to supply the surety within the time required may cause the City to declare the bidder non-responsive and to reject their response. If the City cancels the contract due to noncompliance, regardless of the circumstances or contract time remaining, the surety will be declared as liquidated damages and forfeited to the City.

Bid Bond/Surety Return: As soon as practicable, the City will return solicitation securities that are not considered for award. All other required or specified bonds or securities will be held until contract has been awarded.

Changes on Award: For RFPs, the City may amend the scope of work according to the **CHANGES** provision of the CBJ Standard Contract. For RFB's or RFQ's, all changes in the Scope of Work will be negotiated, and mutually agreed upon in writing and documented by signed amendment.

Contract Cancellation for Cause: If the vendor is awarded a solicitation, the City reserves the right to cancel the contract for cause after initial award by providing written notice to the vendor. Cause includes, but is not limited to, the provision of inferior products other than requested in the solicitation documents, the vendor not meeting contract specifications, or failure to comply with the contract provisions, including notice that the vendor is in violation federal, state, or local laws pertaining to the contract. Upon such cancellation, any bid bond of the vendor shall be forfeited and the contract may be offered to the next responsible, responsive bidder or re-bid.

Contract Extension: Any extension of time to complete the scope of work provided in the solicitation, shall only be by mutually agreed upon terms between CBJ and the Vendor. If agreed upon, all terms and conditions shall remain in full force and effect. Unless otherwise agreed upon, vendors must complete the scope of work provided in the solicitation by the deadline provided in the contract and may be subject to damages caused by delay.

Contract Termination for Convenience: The CBJ may by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of the City. In the event that this contract is terminated by the CBJ for convenience, as opposed to termination for cause, the City is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

Cooperative Purchasing: The City is authorized to extend the opportunity to utilize City contracts with other governmental agencies. The City will expressly state this condition if it is applicable to the solicitation and successful vendors will be bound by that condition. The City is not an agent of, partner to or representative of such outside agencies and is not obligated or liable for any action or debts that may arise out of such independently established cooperative procurements.

Default: In case of default by the Vendor, the City may procure the goods or services from another source and hold the Vendor responsible for any resulting excess cost and may seek other remedies under law or equity. If the Contractor defaults, the City may at its discretion, award the contract to the next available firm, based on ranking or price.

DEFINITIONS: the following terms used shall be defined as:

CBJ or City: is the City and Borough of Juneau,

Solicitation: A procurement document, such as Quote (RFQ), Bid (RFB), Request for Proposal (RFP), Statement of Interest (SI), or Request for Information (RFI), that contains information, scope of work, specifications, deliverables, timeline, etc. for goods or services the CBJ intends to procure.

Vendor, Contractor, Proposer, Bidder, Consultant: a firm or individual seeking to do business with the City and Borough of Juneau, AK and to whom a solicitation may be awarded.

Submittal, Submission, Proposal, Response(s): the document(s) submitted by the Vendor to the CBJ as required by the solicitation document.

Plan holder: a Vendor who is on record with the City for purposes of notification on all City communications concerning the solicitation.

Responsive Vendor: an individual or firm who conforms in all respects to the requirements stated in the solicitation.

Responsible Vendor: an individual or firm which demonstrates the capability in all aspects to fully perform all solicitation requirements and demonstrates the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit to assure good faith performance.

Disclosure: The CBJ is a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act, AS40.25.100-220, and the public records provisions of CBJ Charter, section 15.7. Contents of submitted responses to a solicitation will be kept confidential until the intent to award or posting notice is released. Immediately following release, all responses become public information. Any restrictions or prohibitions intending to prohibit public disclosure of any material attached or reference in any response based upon claims of privileged, confidential or proprietary materials, or other similar restriction shall be of no force and effect and all material will be deemed as public records. Trade Secrets and other proprietary data may be held confidential to the extent allowed by law upon request in writing by the Vendor. Material considered confidential by the vendor must be

clearly identified and marked by page and section and must include a brief statement outlining the reasons for confidentiality. Marking the entire response as confidential is not acceptable and may be cause for rejecting a response for consideration and award.

Document Response Disclaimer & File Uploads: It is the responsibility of the Vendor to submit all solicitation documents, including modifications, in a timely manner. Submitting any response to a solicitation shall be solely at the Vendor's risk. The Purchasing Division will attempt to keep all office equipment used in methods of document receipt, in working order but is NOT responsible for communications or documents that are late, regardless of cause. No Vendor documentation will be accepted as proof of receipt. Prior to any deadline, Vendors are strongly encouraged to confirm receipt of any submitted documents with the Purchasing Division. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.). Suppliers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Suppliers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

Examination of Solicitation: Vendors shall thoroughly examine all solicitation documents, including any issued addenda and attached sample contract if applicable. Responses submitted for consideration of award by the Vendor shall constitute an acknowledgement that all solicitation documents have been thoroughly examined and reviewed. Failure of a Vendor to receive, review or examine any solicitation documents including attachments, appendix or addenda shall in no way relieve them of any contractual obligation required by the solicitation. A claim of misinterpretation or lack of knowledge concerning the solicitation document or process is not justification for additional compensation.

Equal Employment Opportunity: In order to be considered for the solicitation, the vendor must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, or national origin. The vendor will be required to include these provisions in any agreement relating to the work performed under this agreement with contractors or subcontractors. The City is an affirmative action purchaser and encourages small and disadvantaged businesses to submit responses.

Filing A Protest: Protest will be administered in accordance with the Purchasing Code 53.50.062 and 53.50.080. Available from the Purchasing Division or online at https://library.municode.com/ak/juneau/codes/code_of_ordinances?nodeId=TIT53PRACDI_PTIIOTPR_CH53.50PUSUSE_53.50.062PR

Fiscal Funding: The parties acknowledge that the municipality is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to CBJ Charter 9.13. Funding for this solicitation is subject to an appropriation of funds by, and at the sole discretion of, the City and Borough of Juneau Assembly. The parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for this solicitation, the solicitation will automatically terminate without penalty or further municipal liability. A contract award will not be issued unless there is a sufficient appropriation in place for the purchase order or notice to proceed.

Force Majeure Events: Except for the obligation to make payments, neither the CBJ or Vendor shall be in default for its failure to perform, or a delay in performance cause by strikes, epidemics, riots, imposition of laws or governmental orders, fires, acts of God, acts of civil or military authority, embargoes, war, terrorist acts, insurrections, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities and other similar events beyond either the CBJ's or Vendors reasonable control and without its fault or gross negligence. Upon the occurrence of a Force Majeure Event, written notice shall be given to the other Party as soon as practicable and shall promptly confer in good faith to agree upon reasonable actions to minimize any impact. The Party claiming such an event is preventing performance, shall take reasonable actions to mitigate any such delay or failure.

Indemnification: As a material part of this solicitation, the Vendor shall agree to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Vendor's performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies, to the fullest extent, permitted by law, and is in full force, and effect whenever, and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of the Vendor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Vendor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Vendor's obligations and may be waived where the Vendor has actual notice.

Interpretation of Solicitation: No oral interpretations will be made to any vendor as to the meaning of a solicitation. Oral and all other non-written responses, interpretations and/or clarifications shall not be legally effective or binding. Comments concerning defects, questionable or objectionable material and requests for interpretation must be made in writing and received by the Purchasing Division by the deadline indicated in the solicitation document. If required, changes to the solicitation documents will be made by addendum and sent promptly to all parties to whom the documents have been issued. All addenda issued become part of the solicitation document and resulting final contract award.

Licensing Requirements. Contractor is responsible for obtaining and maintaining all appropriate licenses as required by federal, state or local laws. An Alaska Business License is required to perform most, if not all services in the State of Alaska. Information on obtaining a business or requirements for all professional licenses for AK can be found online at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> If requested by the City, proof of licensing may be required prior to award.

Modifications: Modifications to a solicitation response can be delivered in person, by fax, email to purchasing@juneau.org (or via online submission *depository if e-responses are allowed by the solicitation*), by mail or fax (907-586-4561). Responses must be received prior to the solicitation deadline and will be time and date stamped thereby establishing the official time of receipt. Any modification must not reveal the respondent's price for a formal sealed solicitation and shall be in the form of an addition or subtraction so that final prices will not be known until the solicitation is opened, reviewed and verified. Modifications to a solicitation received after the deadline established for receipt shall not be considered.

Negotiations: Unless expressly specified in the solicitation document, compensation will not be **negotiated**. If so specified, negotiated changes to any Vendor submitted pricing, fee schedule, or price proposal will be documented by contract or signed amendment prior to the issuance of a purchase order.

Nondisclosure & Confidentiality: Contractor agrees that all confidential information to which it has access in performing this contract shall be used only for purposes of providing the deliverables and performing the services specified herein. Contractor shall not disseminate or allow dissemination of confidential information to third parties unless authorized in writing by the City. Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the Contractor with all applicable federal and state law, including the Social Security Act and HIPAA. Contractor must promptly notify the City in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information. Confidential information, as used herein, includes but is not limited to financial data, bank account data and

information, user lists, passwords, technology infrastructure, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

Preparation of Solicitation Response: Responses submitted for consideration, must be carefully, and legibly completed, as required and described in the solicitation documents: i.e. on forms provided, with attached required documents, description of any proposed variances, etc. Responses that contain omissions, irregularities, additions or alterations of any kind may be rejected. Every submittal, formal or informal, shall include signature of an authorized representative to bind the company. Responses containing any material alteration or irregularity of any kind may be rejected. Any erasures or changes must be initiated by the authorized representative signing the response. The lowest qualified response will be considered for award. Except as ordered by a court of competent jurisdiction, the City is not liable for any cost incurred by the bidder for bid preparation.

When a solicitation specifies that only Hard Copy responses will be accepted, no oral, electronic mail, facsimile or telephone responses will be accepted. Sealed responses shall be received at the Purchasing Division Office; or their designee as noted in the solicitation, prior to the deadline indicated. Responses shall be delivered in a completely sealed envelope with an affixed label that shows the solicitation title, number, and deadline. The City will not be responsible for the premature opening of, or failure to open, any response not properly addressed and identified. It is the Vendor's responsibility to verify that responses are received prior to the solicitation deadline. Late responses will not be accepted and will be returned to the Vendor.

Postponement of Opening: Sealed responses will be received until the deadline stated in the solicitation document, or such later time as announced by addenda sent to all plan holders at any time prior to the deadline. The City reserves the right to postpone the solicitation deadline at any time.

Pricing & Additions: Submitted prices shall include everything necessary to fulfill the contract including, but not limited to, furnishing all materials, freight, equipment and labor. Submitted pricing must be in U.S. funds. In case of error in the extension of prices, unit prices will govern. A Vendors' response to a solicitation is acknowledgement and acceptance of any proposed fee schedule, deliverables, or timeline specified in the solicitation documents. For the purpose of award, offers made in accordance with any solicitation must be irrevocable for a period of ninety (90) calendar days from the solicitation deadline. Quantities listed are estimates for bidding purposes only. The City does not guarantee any minimum or maximum quantities. The City may request additional units above the amount stated in the solicitation. Additional units in excess of 25% of the original awarded contract will be at pricing previously submitted in the solicitation and accepted by mutual written agreement.

Price Adjustments: Unless stated otherwise, unit pricing may be subject to an adjustment once per year of a term contract. Requests for a price adjustment must be submitted in writing a minimum of 60 days prior to the start of the next renewal period and be based on substantiated changes for actual cost differences during the contract period. If the City agrees to the price adjustment, an amendment reflecting the change will be issued. The City may counter the Vendors request for pricing and if no agreement can be negotiated, the City may offer the contract to the next apparent low bidder, or the contract may be cancelled and rebid.

Purchase Order(s) & Payments: The City's purchase order and (if applicable) the Notice of Award, are the only documents that may be used to place orders against any contract(s) resulting from a solicitation. Payment will be authorized and initiated after acceptance of the goods or services by the City. A portion of the final payment may be withheld to insure all conditions of the solicitation are met. Accurate invoices must be submitted to the designated Contract Administrator and the CBJ Accounts Payable Division. Invoices must include, the purchase order number, Vendor's name and phone number. Invoices must clearly and accurately state quantities, item descriptions and units of measure and any discounts or trade-ins. All payments shall be net 30 days upon receipt of complete and accurate invoice(s) unless specified otherwise.

Qualified Vendor: A qualified Vendor is a Vendor who submits the lowest responsive and responsible bid or response. A responsive bid conforms in all material respects to the requirements stated in the solicitation. A responsible vendor has the capability in all respects to fully perform all of the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit, which will assure good faith performance. Responsible vendors will be those who have not defaulted or otherwise failed to perform an awarded City contract and are in good standing with the City finance division as provided below. Each Vendor shall be skilled and regularly engaged in the general class or type of work called for within the solicitation. If requested, the apparent successful Vendor shall submit resumes, references or other documentation, which demonstrates the experience and knowledge of the Vendor, and its key personnel who will be assigned to this contract.

Solicitation Cancellation or Rejection of Solicitation Response: The City may cancel, in whole or in part, any Solicitation when it is in the best interest of the City. The City reserves the right to reject any or all submitted solicitation responses, and to determine which submitted response, if any, should be accepted in the best interest of the City. The City reserves the right to waive any informality in a solicitation. A Vendor may be considered not responsible if a Vendor has previously failed to perform properly or to complete a contract as specified with the City, or another government agency. A response may be rejected and considered non-responsive for, including but not limited to, the following reasons:

- The response is on a form other than that supplied by the City, or is improperly signed;
- The responding Vendor adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award;
- If there are unauthorized additions or irregularities of any kind which may make the response incomplete, indefinite, ambiguous as to its meaning, or in conflict with the City's solicitation;
- If the responding Vendor omits a price on any item or items on which pricing is required;
- If the response contains any excessively unbalanced prices (either above or below a reasonable price) to the detriment of the City;
- If the Vendor fails to furnish an acceptable bid guaranty; or
- If the Vendor has not acknowledged receipt of each Addendum.

Specifications: Unless otherwise specified as no substitute in the solicitation documents, product brand names or model numbers specified are examples of the type and quality of product required and are not a statement of preference. If the solicitation specifications stated conflict with a brand name or model number describing an item, the specifications will govern. Reference to brand name or number does not prevent an offer of a comparable or better product. When offering a comparable product full specifications and descriptive literature must be provided if requested. Any variance to specifications must clearly indicated and documented by the Vendor. Failure to provide complete specifications and descriptive literature may be cause for rejection of Vendor's response.

Unless clearly stated in the solicitation all items to be shipped must be quoted F.O.B. destination. Any charges associated with shipping are to be imbedded into the unit pricing. Items are to be shipped as economically as possible and packaged as appropriate to contents to minimize damage or loss. Vendor is responsible for filing any freight claims subsequent to shipment. Any loss incurred will be the responsibility of the Vendor.

The City reserves the right to determine suitability of items offered. All goods or materials are subject to approval by the City. Materials used in the fabrication of items must be free of any defects that affect the performance, application and specifications. Any items rejected because of non-conformity of the terms and conditions or specifications of the solicitation, whether held by the City or returned, will be at the Vendor's risk and expense. Vendor represents that all items offered shall be new. Used, shopworn, demonstrator, prototype or discontinued models are not acceptable. Vendor will guarantee

parts availability for applicable items for a minimum of 10 years or the reasonable life of items, whichever is greater. OEM manuals must be supplied with all items upon delivery.

Subcontracting: Subcontracting will not allowed without the prior written consent of the Purchasing Division. If subcontracting is approved and allowed, information on the subcontractor and a list of employees and their qualifications must be provided. Subcontractor must abide by all the solicitation requirements.

Vendor Collusion: By submitting a bid, the vendor affirms that they have not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of the competitive bidding in connection with the solicitation. Collusion by and between Vendors or City officials will disqualify all parties involved in the act of collusion and may result in those Vendors being disqualified from participating in future solicitations.

Vendor Good Standing with CBJ: Vendors must be in good standing with the CBJ prior to award of any contract and any subsequent contract renewals. The apparent successful Vendor shall have seven (7) business days following notification to correct any outstanding issues. Good standing means the following: all amounts owed to the CBJ are current and the Vendor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ. Vendor must be current in all CBJ reporting requirements including sales tax registration and reporting and any necessary business personal property declarations. If a Confession of Judgment has been executed, the Vendor must be in compliance and current with any terms or stipulations associated with the Confession of Judgment, including any installment payments due. Vendors who fail to timely pay suppliers or subcontractors under CBJ contracts will likewise not be considered in good standing. For the purposes of this provision, the term "vendor" will include all entities that share principal officials and managing members. If a vendor is not in good standing with the CBJ, subsidiaries or other entities created or otherwise controlled by that vendor will also not be considered in good standing with the CBJ.

Failure to meet these requirements may be cause for rejection of your solicitation. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division, at email: Sales_Tax_Office@juneau.org for sales tax issues, Assessor's Office at email: Assessor.Office@juneau.org for business personal property issues, or Collections Division at email: Collections@juneau.org for all other accounts.

Vendor Name Change & Assignment of Contract: If the Vendor's business name changes or the business is sold, transferred, or assumed by a second party, written notification of the change must be provided to the City's Purchasing Division. The notification must be signed by all Vendor parties involved, and received by CBJ no later than 30 calendar days from the date of change. The notification must state the type of change, reason for change, include the Federal Employer Identification Number or Tax identification Number of all Vendor parties involved, and provide all legal documentation verifying the change. Failure to provide notification within 30 calendar days of the changes may be grounds for purchase order cancellation without further cause. Additional documentation concerning the assignment of payments and acceptance of assigned payments may be required from the assignor and assignee. Any contract resulting from this solicitation may not be assigned in whole or in part without the prior written consent of the City's Purchasing Division and agreement from the user department.

Vendor Obligation: Notwithstanding the expiration date of a contract resulting from this solicitation, the Vendor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired. Unless otherwise stated in the solicitation, the City will assume that the Vendor has accepted, without reservation or amendment, the whole terms of the contract documents.

Warranty/Guarantee: The Manufacturers maximum standard warranty/guarantee shall apply to all items purchased. Coverage will begin on the date of acceptance of items by the City. All items shall be guaranteed against faulty material and workmanship. Failure of any items to meet specifications or to operate properly in any way will require replacement by the Vendor at no expense to the City. Any claims initiated by the City for warranty/guarantee will be resolved within thirty (30) days of notification at no additional cost. Failure to resolve any claim in the timeframe specified may require the City to correct the issue. Any costs incurred by the City in correcting an issue will be reimbursed by the Vendor. Vendor guarantees that all items offered will be standard equipment and the latest model of regular stock product offered in the manufacturers published specifications. No attachment or part of any item will be supplied that is contrary to the manufactures recommendations or standard practice.

Withdrawal of Response. All submitted responses shall constitute a binding offer to the City as outlined therein and shall be irrevocable after the solicitation deadline. A vendor may withdraw its response by giving written notice prior to the solicitation deadline. After the time last announced for the solicitation deadline and until execution of the contract, no vendor will be permitted to withdraw its response unless the solicitation contract is delayed due to acts by the City.

INSURANCE REQUIREMENTS. Consultant has provided certification of proper insurance coverage, including certificate(s) of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to CBJ, copies of which are attached to this Appendix. Failure of CBJ to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from certificate(s) or evidence provided shall not be construed as a waiver of the obligation of Consultant to maintain the insurance required by this contract. Consultant agrees to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal.

Commercial General Liability Insurance. Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against Consultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. This insurance policy is to contain, or be endorsed to contain, additional insured status for CBJ, its officers, officials, employees, and volunteers. If Additional insured status is provided in the form of an endorsement to Consultant's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Workers Compensation Insurance. If required by Alaska Statute (see AS 23.30), Consultant must maintain Workers Compensation Insurance to protect Consultant from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to Consultant's firm, Consultant's subconsultants and assignees, and anyone directly or indirectly employed to perform work under this contract. Consultant must notify CBJ as well as the State of Alaska Division of Workers Compensation immediately when changes in Consultant's business operation affect Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one million dollars (\$1,000,000.00) per injury and illness, and one million dollars (\$1,000,000.00) policy limits. Consultant also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. If Consultant is exempt from Alaska Statutory Requirements, Consultant must provide written confirmation of this status in order for CBJ to waive this requirement. Consultant grants a waiver of any right to subrogation against CBJ by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not CBJ has received a waiver of subrogation endorsement from the insurer.

Comprehensive Automobile Liability Insurance. Consultant must maintain Comprehensive Automobile Liability Insurance, which coverage shall apply to all owned, hired, and non-owned vehicles, with one million dollars (\$1,000,000.00) combined single limit coverage. This insurance policy is to contain, or be endorsed to contain, additional insured status for CBJ, its officers, officials, employees, and volunteers.

For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation. Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Contractor acknowledges requirements for insurance coverage and must provide a Certificate of Insurance, along with all required amendatory policy endorsements, within five (5) working days of notice of Intent to Award.



Purchasing Division Mailing Address: 155 Heritage Way, Juneau, AK 99801
Email- purchasing@juneau.gov E-Submittal at Public Purchase www.publicpurchase.com
Phone: 907-586-5215 x 4, Fax: 907-586-4561

The details below are for the current fleet of CBJ vehicles. The GVW of each vehicle is 11,500 lbs. and the passenger capacity is 6 seats and 2 wheelchair stations for each vehicle as listed and labeled on each vehicle. Passenger capacity will not ever exceed 15 people.

Equip #	License Plate #	Unit Year	Owning Dept.	Division w/ Owning Dept.	Notes	Make	Model	Color
6840	XZD977	2018	Public Works	Capital Transit		El Dorado	Aeorilite 210 Bus w/ Lift	White
6841	XZD976	2018	Public Works	Capital Transit		El Dorado	Aeorilite 210 Bus w/ Lift	White
6842	XZD972	2018	Public Works	Capital Transit		El Dorado	Aeorilite 210 Bus w/ Lift	White
6843	XZD671	2018	Public Works	Capital Transit		El Dorado	Aeorilite 210 Bus w/ Lift	White
6844	XZD970	2018	Public Works	Capital Transit		El Dorado	Aeorilite 210 Bus w/ Lift	White
6845	XZD969	2018	Public Works	Capital Transit		El Dorado	Aeorilite 210 Bus w/ Lift	White
6846	XZD968	2018	Public Works	Capital Transit		El Dorado	Aeorilite 210 Bus w/ Lift	White
6847	XZD967	2018	Public Works	Capital Transit		El Dorado	Aeorilite 210 Bus w/ Lift	White
6348	XZJ185	2024	Public Works	Capital Transit		Starcraft	Starcraft Allstar E450	White
6349	XZJ186	2024	Public works	Capital Transit		Starcraft	Starcraft Allstar E450	White



Finance Department, Purchasing Division
 Address: 155 Heritage Way, Juneau, AK 99801
 Email: Purchasing@juneau.gov E-Submission: [Public Purchase](#)
 Phone: (907) 586-5215 Option 4 // Fax: (907) 586-4561



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juneaucapitaltransit.org


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TRANSIT

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JUNEAU, ALASKA
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6349 CAPITAL TRANSIT


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Federal Clauses – FTA Requirements

No Federal Government Obligation to Third Parties

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

Program Fraud and False or Fraudulent Statements or Related Acts.

- a. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- b. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) or other applicable federal law on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- c. CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

Access to Records: CONTRACTOR agrees to provide CBJ, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In accordance with 2 CFR 200.333, the CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

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 Department of Transportation, Federal Transit Administration, Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

Civil Rights: The following requirements apply to the underlying contract:

- a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the

Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(i) Race, Color, Creed, National Origin, Sex, Sexual Orientation, or Gender Identify - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, sexual orientation, or gender identity. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Equal Employment Opportunity: During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for

employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Disadvantaged Business Enterprises

- a. It is the policy of the Department of Transportation and CBJ that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this contract. Consequently, the DBE requirement of 49 C.F.R. applies to this contract.
- b. The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, natural origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- c. The CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than eight (8) days from the receipt of each payment the prime contractor receives from CBJ. The prime contractor agrees further to return retainage payments to each subcontractor within eight (8) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval

of the CBJ. This clause applies to both DBE and non-DBE subcontractors.

- d. The CONTRACTOR or its subcontractors agrees to ensure that DBEs as defined in 49 C.F.R. have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with federal funds provided under this contract. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform under this contract. Contractors shall not discriminate on the basis of race, creed, color, age, sex or national origin in the award and performance of DOT- assisted contracts.
- e. DBEs will be encouraged and afforded full opportunity to actively solicit information concerning this project and to submit bids and or proposals.

Incorporation of FTA Terms: The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220, 2 CFR 200.318, and subsequent revisions are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any CBJ request, which would cause CBJ to be in violation of the FTA terms and conditions.

Governmentwide Debarment and Suspension: By signing and submitting its bid or proposal, the offeror certifies as follows: The certification in this clause is a material representation of fact relied upon by CBJ. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to CBJ, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Energy Conservation: CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

Seat Belt Use: The CONTRACTOR agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the- job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

Safe Operation of Motor Vehicles: The CONTRACTOR agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) Safety. The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award; (ii) Recipient Size. The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and (iii) Extension of Provision. The CONTRACTOR agrees to encourage its subcontractors to comply with this Special Provision and include this Special Provision in each third-party subcontract at each tier supported with federal assistance.

Notification Related to Fraud, Waste, Abuse, or Other Legal Matters: If a current or prospective legal matter that may affect the Federal Government emerges, the CONTRACTOR must promptly notify CBJ so that it can notify the Federal Government. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal

disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The CONTRACTOR agrees to include a similar notification requirement in subcontracts exceeding \$25,000 financed in whole or in part with federal assistance provided by FTA and must require each subcontractor to include an equivalent provision in its federally assisted subcontracts exceeding \$25,000.

Recycled Products: To the extent applicable, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

Termination

- a. Termination for Convenience: PURCHASER may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to PURCHASER to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to PURCHASER, the CONTRACTOR will account for the same, and dispose of it in the manner PURCHASER directs.
- b. Termination for Cause: If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, PURCHASER may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by PURCHASER that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or beyond the control of the CONTRACTOR, PURCHASER, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.
- c. Opportunity to Cure: PURCHASER in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.
- d. If the CONTRACTOR fails to remedy to PURCHASER's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by CONTRACTOR of written notice from PURCHASER setting forth the nature of said breach or default, PURCHASER shall have the right to terminate the Contract without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude PURCHASER from also pursuing all available remedies against the CONTRACTOR and its sureties for said breach or default.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Public Law 115-232, section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua

Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

CHARTER BUS REQUIREMENTS: Charter Bus services are prohibited without special permission from ACT. Contact the Alaska Transit Coordinator at 907.465.2883 for additional information.

SCHOOL BUS REQUIREMENTS: The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(f); 2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605; 3. Any other Federal School Bus regulations; or 4. Federal guidance, except as FTA determines otherwise in writing. If Contractor violates this School Bus Agreement, FTA may: 1. Bar the Contractor from receiving Federal assistance for public transportation; or 2. Require the contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

CLEAN WATER REQUIREMENTS:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

LOBBYING: The Lobbying requirements apply to all contracts exceeding \$100,000 Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, 2 USC 1601, et seq. – Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the Purchaser.

CLEAN AIR: The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

BREACHES AND DISPUTE RESOLUTION:

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

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

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Purchaser and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Alaska.

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

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS: Transit Employee Protective Provisions.

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the Purchaser's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 USC § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 USC § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 USC § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 USC § 5333(b) are necessary or appropriate for the state and the public body subgrantee for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 USC § 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 USC § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

DRUG AND ALCOHOL TESTING: Contractor shall establish and implement a drug and alcohol testing program that complies with “Procedures for Transportation Workplace Drug and Alcohol Testing Programs” (49 CFR Part 40) and “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations” (49 CFR Part 655); produce any documentation necessary to establish its compliance with Part 40 and Part 655; and permit any authorized representative of the United States Department of Transportation or MCCC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program, as well as to review the testing process as required under Part 40 and Part 655. Contractor shall submit a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. Contractor shall further submit required reports to the Drug and Alcohol Testing Management Information System (MIS) Web Site by March 15, annually.

ADA ACCESS NONDISCRIMINATION ON THE BASIS OF DISABILITY: The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agrees to comply with all applicable provisions of §504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

TRAFFICKING IN PERSONS: As required with Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g) and OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, per US OMB’s direction. The Contractor agrees that it and its employees that participate in this award, may not: Engage in severe forms of trafficking in persons during the period of time that the contract is in effect, Procure a commercial sex act during the period of time that the contract is in effect, or use forced labor in the performance of the contract or any sub subcontracts thereunder.

The Contractor must notify CBJ and FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in Section 4(f)(4) of the FTA Master Agreement.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

1. As required with Section 4 (g) of the FTA Master Agreement, the Contractor by signing and submitting this contract certifies as follows: Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. Was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.
3. If a prospective Contractor cannot so certify, CBJ shall refer the matter to the Alaska Department of Transportation and Public Facilities (ADT&PF) and not to enter into any Third-Party Agreement with the Contractor without ADT&PF’s written approval.

The Contractor will also include this flow-down requirement to all subcontractors at all lower tiers.

CERTIFICATION REGARDING LOBBYING

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

CAPITAL AKcess

ADA PARATRANSIT

RIDER'S GUIDE



juneaucapitaltransit.org



Introduction

Capital Transit is the public transportation provider for the City and Borough of Juneau, Alaska. Our goal is to provide the best possible transportation service to CBJ residents and visitors. Our vehicles are clean, safe, comfortable and well-maintained, and our drivers are trained to serve you.

Capital Transit is pleased to provide for the public's transportation needs, including those with disabilities. To accomplish this goal, Capital Transit operates 2 services:

- Capital Transit accessible fixed-route bus service
- CAPITAL AKcess ADA paratransit service

Capital Transit buses are ramp-equipped so they are accessible for individuals who use a wheelchair or cannot climb stairs. Our drivers receive special training in assisting people with disabilities. Drivers announce stops at key destinations and upon request to help passengers find their stops. You may travel with your respirator, concentrator, and portable oxygen. Service animals are welcome on-board buses. Our goal is to make our

service accessible to and convenient for everyone.

CAPITAL AKcess provides comparable service to Capital Transit service for individuals whose disabling conditions prevent their use of fixed-route service. Our service is provided according to the guidelines set forth by the Americans with Disabilities Act of 1990 (ADA) and as outlined in this handbook. Persons who use this service must be certified as ADA paratransit eligible for all or some of their trip needs.

If you have any questions on this handbook or our services, please call Capital Transit at 907 789-6901.

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APPLICATION PROCESS

Any individual wishing to apply for CAPITAL AKcess eligibility may:

Pick up an application at Capital Transit's office at 10099 Bentwood Place, Juneau, AK

Call (907) 789-6901 from 8:00 a.m. to 4:30 p.m., Monday through Friday, to obtain an application by mail

Download the application from our website, www.juneaucapitaltransit.com

Each applicant must provide the name and address of a treating professional who is familiar with the applicant's disabling condition, and how that condition prevents the applicant from using Capital Transit.

Under the ADA, the standard for determining eligibility is not whether a disabling condition exists, but whether (or under what circumstances) the applicant's disabling condition prevents him or her from using fixed-route bus service. In some cases, eligibility is established for certain circumstances only.

After the properly completed application form has been received, a decision will be made within 21 days. If you are granted less than

unconditional eligibility, the letter will state the reason for the determination.

If you are dissatisfied with your eligibility determination, you may appeal within 60 days of the date of the letter notifying you of your eligibility status. Please review the section on how to file an appeal later in this document.

VISITORS

Visitors can ride CAPITAL AKcess. To ride the service, either fax, email, or mail:

Documentation that you are already eligible for ADA complementary paratransit (a copy of your eligibility letter or your photo ID), or

Documentation that you have a disability, such as a note from a treating professional, and documentation of residence, such as a utility bill.

Visitors may also apply in person at our office at 10099 Bentwood Place, Juneau, AK. When applying in person, no documentation of disability may be required if the disability is apparent.

A visitor may ride the service for up to 21 days over a year, starting with the first day of travel.

To continue to ride after 21 days of service are provided, you must apply for eligibility.

TRANSPORTATION OF CHILDREN

Children will be transported when accompanied by an adult. A child safety seat must be provided by the accompanying adult as required by law.

PERSONAL CARE ATTENDANTS AND COMPANIONS

A personal care attendant is someone who travels with and helps a CAPITAL AKcess rider. Please note that CAPITAL AKcess does not supply attendants-you must obtain your own. If you need an attendant, be sure to have your doctor indicate that on the certification form which they sign. We will then note this on your ADA Card. If you require the assistance of a personal care attendant, the attendant travels with you for free. At the time of scheduling a ride, please indicate if you will have a personal care attendant with you. Of course, the attendant must get on and get off at the same locations as you do.

At least 1 companion, more if space is available, may accompany you. At the time of scheduling a ride, please indicate the number

of companions who will accompany you. Of course, companions must get on and get off at the same location as the eligible rider, no additional stops are allowed.

A person requiring the services of a personal care attendant may also be accompanied by 1 or more companions.

SERVICE ANIMALS

Service animals are welcome to ride CAPITAL AKcess in accordance with ADA regulations. The passenger must have the service animal fully under control at all times so as not to disrupt other passengers or the schedule. Drivers cannot and will not assume any responsibility for service animals. At the time of scheduling a ride, please indicate if a service animal will accompany you.

PETS

CAPITAL AKcess will transport small pets traveling with their owners. Pets must be in a suitable pet carrier.

TRIP RESTRICTIONS

CAPITAL AKcess service is designed to be comparable to Capital Transit service. Just as

with our fixed-route service, there are no trip restrictions or ranking of trips by trip purpose.

If you have a medical emergency, do NOT call CAPITAL AKcess, call 911. CAPITAL AKcess drivers are not qualified to provide medical assistance.

FARES

There is no fare required to ride CAPITAL AKcess and your eligibility card can also be used to ride for free on Capital Transit. No tipping of the drivers is permitted. CAPITAL AKcess drivers are paid and do not accept tips.

SERVICE AREA

CAPITAL AKcess operates within $\frac{3}{4}$ mile off a Capital Transit route. All pickups and drop-offs must take place within the service area. We will determine whether your trip is in the service area when you call to schedule a ride.

SERVICE HOURS

CAPITAL AKcess operates the same days and hours of service as Capital Transit.

Monday through Saturday 6:00 a.m. to 11:45 p.m. and Sunday from 9:00 a.m. to 6:45

p.m. There is no service on the following holidays.

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

SCHEDULING A TRIP

Rides on CAPITAL AKcess service can be scheduled the day before the trip or up to 14 days in advance. To schedule a ride, please call (844) 4AK-cess (844-425-2377). For people with hearing or speech loss, Alaska Relay is a free service used to communicate with standard telephone users. Visit www.alaskarelay.com for more information. You may also email CAPITAL AKcess to schedule a trip. Send your request to: capitalakcess@juneau.org. To speak to a reservationist to make trip reservations, call:

Weekdays 8:00 am
to 4:30 pm

Saturdays, Sundays & Holidays..... 2:00 pm
to 4:00 pm

You can leave a message on the recorder at any time. You will receive a response during the hours listed above.

To help serve you better, we ask that you observe the following 4 tips:

1. Prepare for your call
2. Have your trip information ready and organized
3. Schedule the return trip up front
4. Be ready to go at the scheduled time

Prepare for Your Call

Please have the following information ready when you call:

- Name and CAPITAL AKcess number, if you have one
- Your phone number
- Date of travel
- Desired pickup or arrival time
- Origin address, including apartment number and residential area (Douglas, Valley, Downtown Juneau, Lemon Creek, etc.).
- Destination address

- Whether you have special needs, use a wheelchair or walker, etc.
- Whether a personal care attendant, one or more companions, or a service animal will accompany you
- All the above information for your return trip

The dispatcher will let you know your pickup and return times. CAPITAL AKcess will make every effort to schedule your trip at the desired times. The ADA allows the ride to be scheduled up to 1 hour before or 1 hour after the requested times.

Ask that your reservations be repeated to you to assure that all information is correct.

Make all your reservations with the CAPITAL AKcess dispatchers. The drivers are busy driving and do not know what time slots are available.

Note your Trip Information

Have a pencil and paper ready to write your pickup and return times down. This will help you remember them. If you have a calendar, write the times on it.

Schedule Your Return Trip

Be sure to schedule your return trip at the same time you schedule your trip out. Passengers should anticipate the latest possible time needed for their return and schedule a return trip for that time. If you are ready to return before your scheduled time, or if you will be later than your scheduled time, please call CAPITAL AKcess immediately at (844) 4AKcess (844-425-2377) and we will do all we can to accommodate your request.

Be Ready to Go at the Scheduled Time

Please be ready to go 10 minutes before the scheduled pickup time. CAPITAL AKcess makes every effort to arrive as close to the scheduled pickup time as possible. However, CAPITAL AKcess may arrive up to 10 minutes before or 20 minutes after the scheduled pickup time.

Example: If you schedule a 9:30 a.m. pickup, the vehicle may arrive between 9:20 a.m. and 9:50 a.m.

This 30-minute time period (of 10 minutes before to 20 minutes after the scheduled time) is called the pickup window.

Drivers, after arriving within the pickup window, will wait up to 5 minutes. Any

passenger, who is not at the scheduled pickup point and ready to go by that time, will be considered a no-show, and the driver will leave to pick up other riders. The driver will NOT return for a second attempt. The only exceptions may be for a medical appointment. If you know that you will be detained during a medical appointment, please call CAPITAL AKcess at **(844) 4AK-cess (844-425-2377)** as soon as soon as possible. When you are ready, call CAPITAL AKcess and if possible we will dispatch the next available bus to pick you up.

CANCELLATIONS

If you are unable to make your scheduled ride for any reason, please call the office at **(844) 4AK-cess (844-425-2377)** no later than 4:00 p.m. the day before to cancel your ride. CAPITAL AKcess drivers cannot make schedule changes for you. Cancellations made after 2 hours before the scheduled trip will be considered a no-show.

NO-SHOW POLICY

A no-show occurs when:

- You fail to show up for your scheduled trip
- You fail to cancel 2 hours before your scheduled trip

- You are not ready within 5 minutes of the driver's arrival during the pickup window

You will be suspended for no-shows if the following criteria are met during a 3-month period:

1. No-shows represent 10 percent or more of their scheduled trips, AND
2. The rider has 3 or more no-shows.

Only no-shows under your control will be counted against you. You will be given an opportunity to appeal the suspension before the suspension takes effect.

After a second no-show, CAPITAL AKcess will send you a warning letter. If you are suspended, CAPITAL AKcess will notify you by registered mail of the date on which the suspension will begin. The date for the beginning of the suspension of service will be no less than 10 days from the date the letter is sent. The letter will indicate the times and dates of the no-shows that have occurred and your rights of appeal.

The length depends on the number of previous suspensions:

- First suspension: 5 days
- Second suspension: 10 days

- Third suspension: 15 days
- Fourth or higher suspension: 30 days

WHEELCHAIRS

The ADA defines a wheelchair as a mobility aid belonging to any class of 3- or more-wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered. We will make every effort to transport you and your wheelchair. However, if you and your wheelchair weigh more than what our wheelchair lifts are rated to carry or the wheelchair is too big for the lift platform, we will be unable to transport you. If it appears that the vehicle lift is strained, CAPITAL AKcess will not be able to provide service until we have on file the actual weight of the passenger and the chair. Please call Capital Transit at (907) 789-6901 for an evaluation to determine whether we can accommodate your mobility device.

DRIVER ASSISTANCE

CAPITAL AKcess drivers are specially trained to serve you. Drivers will:

- Deploy lifts for persons using mobility devices and those without mobility

devices who cannot navigate the bus steps upon request.

- Provide assistance to persons using mobility devices in navigating curbs where necessary.
- Secure your wheelchair.
- Assist you to and from the bus to the front door of your trip origin or destination. If you are being picked up in a large building, wait at the entrance that you and the CAPITAL AKcess dispatcher have agreed upon.
- Carry as many packages between the vehicle and your door as they can take in one trip while assisting you.

To ensure your safety and the safety of our drivers, drivers will NOT:

- Assist passengers using mobility devices up or down steps
- Carry excessively large or heavy packages
- Dress passengers
- Search a passenger's body for personal items

- Clear pathways of ice, snow or other barriers

Please arrange with someone else to assist you.

GENERAL RIDERSHIP POLICIES

CAPITAL AKcess has established the following general ridership policies. Many of the policies also apply to Capital Transit.

- If a passenger uses oxygen, the tank must be portable, i.e., the passenger must be able to carry the tank into the vehicle themselves, even if the passenger is in a wheelchair. Once on board, the portable oxygen tank must ride in a secure location, for example, in the passenger's lap, strapped to the wheelchair, in front of the passenger on the floor between seats, or on the floor behind the modesty panel.
- All passengers must wear seatbelts.
- All passengers using a wheelchair or scooter must use the restraint system that is used to secure the wheelchair or scooter to the floor of the vehicle.
- The number of packages a passenger can have along is limited to the number

of packages that the passenger or the driver can carry in one trip.

- Drivers cannot accept tips.
- All passenger are expected to use appropriate social behavior while riding CAPITAL AKcess and when interacting with other passengers or CAPITAL AKcess employees. All passengers have the right to travel on CAPITAL AKcess with the maximum of personal comfort and without the threat of physical or verbal abuse.
- For safety reasons, CAPITAL AKcess may request that passengers be accompanied by a personal care attendant.
- All riders must comply with CAPITAL AKces safety rules which include not smoking, eating, or drinking in CAPITAL AKcess vehicles; not riding CAPITAL AKcess if you are intoxicated from the use of alcohol or illegal drugs; and not playing radios or other noise-generating equipment on CAPITAL AKess vehicles.
- CAPITAL AKcess may suspend or refuse service to any individual whose behavior and/or actions are violent, seriously disruptive, or illegal; cause a service interruption; or raise safety concerns.

APPEALS PROCESS

- You may appeal your eligibility determination or suspension from the program for violating CAPITAL AKcess policies. An appeal of an eligibility determination must be submitted within 60 days of the date of the denial letter.
- Your request for an appeal must be in writing. In the request either describe why you disagree with the determination or suspension or ask to present your case in person. You or a representative of your choosing may present on your behalf. A written decision will be made within 30 days the information for the appeal was received or the hearing was held.

Send appeal requests to:

Capital Transit
10099 Bentwood Place
Juneau, AK 99801

Thank you for riding CAPITAL AKcess.