

**New York City
Department of Transportation
Office of Franchises,
Concessions and Consents**

Request for Proposals

**FOR UNSUBSIDIZED LOCAL BUS SERVICE
ALONG DESIGNATED ROUTES BETWEEN
WILLIAMSBURG AND BOROUGH PARK IN
THE BOROUGH OF BROOKLYN**

Solicitation Number:	84110MBAD499
Issue Date:	February 22, 2010
Due Date:	April 9, 2010
Authorized Department Contact:	Owiso Makuku franchises@dot.nyc.gov

**REQUEST FOR PROPOSALS FOR A FRANCHISE FOR UNSUBSIDIZED
LOCAL BUS SERVICE ALONG DESIGNATED ROUTES BETWEEN
WILLIAMSBURG AND BOROUGH PARK IN THE BOROUGH OF BROOKLYN**

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SECTION I – BASIC INFORMATION AND TIMETABLE

Purpose of this Request for Proposals (“RFP”)

Pursuant to City Council Resolution 838-A of 2007 (the “Authorizing Resolution”), the City of New York (the “City”), acting through its Department of Transportation (the “Department”), invites all qualified firms to submit proposals for a non-exclusive franchise for an unsubsidized bus line providing common carrier service to passengers along designated routes for local service to operate between Williamsburg and Borough Park in the Borough of Brooklyn (the “Franchise” or “Bus Service”).

Solicitation Number: 84110MBAD499

Date of Issue: **Monday, February 22, 2010**

Pre-Proposal Conference:

Date: **Friday, March 5, 2010**
Time: 12:30pm
Location: 55 Water Street, New York, NY
Please contact Authorized Department Contact for room number.

Attendance by proposers is optional but strongly recommended.

Proposal Due Date and Time and Location:

Date: **Friday, April 9, 2010**
Time: **2pm**
Location: Proposals shall be submitted to:

ACCO Contract Management Unit
Department of Transportation
55 Water Street, Ground Floor
New York, NY 10041

E-mailed or faxed proposals will not be accepted.

Any proposals received after the time and date listed above will be stamped “LATE” and returned to the proposer unopened and will not be considered for award.

The Department will consider requests made to the Authorized Department Contact to extend the Proposal Due Date and Time prescribed above. However, unless the Department issues a written addendum to this RFP which extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

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Contract Start Date:

The anticipated date for service to begin is June 30, 2010. Service shall begin no later than thirty (30) days after registration of the Franchise Contract with the New York City Comptroller (“Comptroller”).

Contract Term

The initial term of the Franchise Contract (“Initial Term”) will be ten (10) years, followed by an optional renewal period of ten (10) years (“First Renewal Term”) and a second optional renewal period of five (5) years (“Second Renewal Term”). The renewals shall be exercised at the sole option of the Department. In no case shall the term of the Franchise Contract, including all renewal periods, exceed twenty-five (25) years.

Authorized Department Contact

All questions and requests for additional information concerning this RFP shall be directed to Owiso Makuku, the Authorized Department Contact, at:

Email Address:	franchises@dot.nyc.gov
Postal Address:	DOT Franchises, 9 th Floor 55 Water Street New York, NY 10041 Re: Brooklyn Bus Franchise
Fax Number:	212.839.6575

All inquiries should be submitted in writing and will be answered in writing. Proposers are advised that the Department cannot ensure a response to inquiries received later than ten (10) calendar days prior to the Proposal Due Date.

SECTION II - SUMMARY

The City, acting through the Department, invites all qualified firms to submit proposals for a non-exclusive Franchise to provide unsubsidized local bus service to passengers along designated routes, between Williamsburg and Borough Park in the Borough of Brooklyn.

This RFP is being issued pursuant to the Authorizing Resolution (Exhibit A), which determined that the granting of such a franchise shall promote the public interest, enhance the health, welfare, and safety of the public and stimulate commerce by ensuring the continued availability of private bus service and enhancing the City’s transportation network. By submitting a proposal, proposers accept that at a minimum the terms and conditions in the Authorizing Resolution shall become part of the Franchise Contract.

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The selected proposer (the “Franchisee”) shall enter into a contract with the Department, subject to the approval of the Franchise and Concession Review Committee (“FCRC”), the separate and additional approval of the Mayor and the successful negotiation of a Franchise Contract (the “Franchise Contract”). The Franchise Contract shall include, but not be limited to, general contract provisions substantially the same as those set forth in Exhibit B of this RFP. Such Franchise Contract shall also include remedies, including but not limited to liquidated damages, to protect the City’s interest in the event of the Franchisee’s failure to comply with the terms and conditions of the Franchise Contract.

The Franchisee will be responsible for providing safe, timely, clean, comfortable and courteous service to passengers between bus stop locations designated by the Department during all hours of service.

The Franchisee shall charge a fare(s) for service which fare(s) shall be no higher than the uniform maximum fare set by the Department at \$4.00 per ride. The uniform maximum fare may be amended from time to time by the Department with the approval of the FCRC. The fare structure proposed, including any reduced fare program(s), shall be subject to the approval of the Department and shall be memorialized in the Franchise Contract. Changes to the fare structure during the term of the Franchise shall be subject to the prior written approval of the Department. Advertising will be permitted on the inside and/or outside of the vehicles used for this service subject to specific criteria and limitations detailed below and contained in the Franchise Contract. The Franchisee shall pay to the City as compensation for the Franchise a percentage of the gross revenue derived by the Franchisee from the Franchise, as described more fully below. The Franchisee shall receive no subsidy from the City.

SECTION III – SCOPE OF SERVICES

Streets Comprising the Routes

The Franchisee shall be granted, subject to the terms, conditions, provisions, requirements and limitations of the Franchise Contract, the right to maintain and operate a Bus Service for the transportation of passengers between Williamsburg and Borough Park on routes upon, along and over certain streets in the Borough of Brooklyn, as follows:

ROUTE B-110, Williamsburg to Borough Park, Borough of Brooklyn

BEGINNING at Williamsburg Street West and Lee Avenue along Williamsburg Street West to entrance of Brooklyn Queens Expressway, thence along Brooklyn Queens Expressway, along Gowanus Expressway, along Prospect Expressway to 10th Avenue Exit, along 10th Avenue to McDonald Avenue, along McDonald Avenue to Fort Hamilton Parkway, along Fort Hamilton Parkway to 50th Street, along 50th Street to 18th Avenue, along 18th Avenue to 49th Street, along 49th Street to Fort Hamilton Parkway, along Fort Hamilton Parkway to McDonald

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Avenue, along McDonald Avenue to Terrace Place, along Terrace Place to 18th Street, along Prospect Expressway to Gowanus Expressway, along Gowanus Expressway to Brooklyn Queens Expressway, along Brooklyn Queens Expressway to Flushing Avenue Exit, along Classon Avenue to Kent Avenue, along Kent Avenue to Williamsburg Street East, along Williamsburg Street East to Bedford Avenue, along Bedford Avenue to Ross Street, along Ross Street to Lee Avenue, along Lee Avenue to Williamsburg Street West.

Alternate Route

BEGINNING at Williamsburg Street West and Lee Avenue, along Williamsburg Street West to Park Avenue, thence along Park Avenue to Vanderbilt Avenue, along Vanderbilt Avenue to Grand Army Plaza, along Grand Army Plaza to Prospect Park West, along Prospect Park West to 20th Street, along 20th Street to McDonald Avenue, along McDonald Avenue, to Fort Hamilton Parkway, along Fort Hamilton Parkway to 50th Street, along 50th Street to 18th Avenue, along 18th Avenue to 49th Street, along 49th Street to Fort Hamilton Parkway, along Fort Hamilton Parkway to McDonald Avenue, along McDonald Avenue to Terrace Place, along Terrace Place to 18th Street, along 18th Street to 8th Avenue, along 8th Avenue to Flatbush Avenue, along Flatbush Avenue to Carlton Avenue, along Carlton Avenue to Flushing Avenue, along Flushing Avenue to Classon Avenue, along Classon Avenue to Kent Avenue, along Kent Avenue to Williamsburg Street East, along Williamsburg Street East to Bedford Avenue, along Bedford Avenue to Ross Street, along Ross Street to Lee Avenue, along Lee Avenue to Williamsburg Street West.

A map of the routes is provided for reference purposes as Exhibit C. The Franchisee should utilize the alternate route only when absolutely necessary.

The streets comprising the routes over which franchised Bus Service will be provided shall also be memorialized in the Franchise Contract. All changes to such routes or streets requested by the Franchisee must receive the prior written approval of the Commissioner of the Department (“Commissioner”) before any such change may be implemented. The Department shall have the right to require the Franchisee to change its routes or any streets comprising such routes. Where changes to routes or streets, whether requested by the Franchisee or required by the Department, either cumulatively within a three year period or singly, represent twenty-five percent (25%) or less of the total mileage of the route, a copy of the Commissioner’s approval shall be sent to the FCRC for its information; where such changes to routes or streets, either cumulatively within a three year period or singly, represent more than twenty-five percent (25%) of the total mileage of the route the written approval of the Commissioner shall be submitted to the FCRC for its additional approval prior to the implementation thereof.

The Franchise shall be subject to environmental and land use review, in accordance with City Environmental Quality Review and Sections 197c of the New York City Charter, to the extent required by law. Upon request of the City, and at the sole discretion of the Department, a proposed Franchisee shall either assume the cost of or reimburse the City

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for the City's costs of any such environmental or land use review, or shall provide for the conduct of such review itself, at its sole cost and expense.

Bus Stops

Bus stops on City streets shall be designated by the Department and subject to change by the Department. The Franchisee shall be authorized to pick up and discharge passengers only at bus stops so designated.

Below is a list of designated bus stops being utilized by the current franchisee. Proposers should assume that these will be the designated bus stops for the Franchise to be awarded through this RFP, subject to change by the Department.

Stop #	On Street	Direction of Travel	Street Side	Intersecting Street	Corner
1	18 AV	NORTH	EAST	50 ST	FAR
2	49 ST	NORTH	NORTH	17 AV	FAR
3	49 ST	NORTH	NORTH	16 AV	FAR
4	49 ST	NORTH	NORTH	15 AV	FAR
5	49 ST	NORTH	NORTH	14 AV	FAR
6	49 ST	NORTH	NORTH	13 AV	FAR
7	49 ST	NORTH	NORTH	12 AV	FAR
8	49 ST	NORTH	NORTH	11 AV	FAR
9	FT HAMILTON PKY	NORTH	EAST	45 ST	FAR
10	FT HAMILTON PKY	NORTH	EAST	43 ST	NEAR
11	BEDFORD AV	NORTH	EAST	RUTLEDGE ST	FAR
12	BEDFORD AV	NORTH	EAST	HEWES ST	FAR
13	BEDFORD AV	NORTH	EAST	RODNEY ST	FAR
14	BEDFORD AV	NORTH	EAST	TAYLOR ST	NEAR
15	LEE AV	NORTH	WEST	TAYLOR ST	NEAR
1	LEE AV	SOUTH	WEST	ROSS ST	FAR
2	LEE AV	SOUTH	WEST	WILLIAMSBURG ST	FAR
3	LEE AV	SOUTH	WEST	HEWES ST	FAR
4	LEE AV	SOUTH	WEST	RUTLEDGE ST	FAR
5	WALLABOUT ST	SOUTH	NORTH	BEDFORD AV	NEAR
6	WALLABOUT ST	SOUTH	NORTH	WYTHE AV	NEAR
7	WILLIAMSBURG ST	SOUTH	WEST	KENT AV	MIDBLOCK
8	FT HAMILTON PKY	SOUTH	WEST	43 ST	FAR
9	FT HAMILTON PKY	SOUTH	WEST	45 ST	FAR
10	50 ST	SOUTH	SOUTH	FT HAMILTON PKY	FAR
11	50 ST	SOUTH	SOUTH	11 AV	FAR
12	50 ST	SOUTH	SOUTH	NEW UTRECHT AV	FAR
13	50 ST	SOUTH	SOUTH	13 AV	FAR
14	50 ST	SOUTH	SOUTH	14 AV	FAR
15	50 ST	SOUTH	SOUTH	15 AV	FAR
16	50 ST	SOUTH	SOUTH	16 AV	FAR
17	50 ST	SOUTH	SOUTH	17 AV	FAR
18	50 ST	SOUTH	SOUTH	18 AV	FAR

Service Schedule

Service shall be provided in each direction seven days per week. On Sunday through Thursday, at least one vehicle shall be operated in each direction at least once per hour between 7:00 am and midnight. The service schedule on Friday and Saturday shall be at the discretion of the Franchisee, subject to the approval of the Department. The

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Department reserves the right to require increased service on Fridays and Saturdays. Exceptions to the minimum service schedule may be made subject to the approval of the Department.

The Franchisee shall at all times maintain on file with the Department a complete, accurate, and current schedule of service, which will constitute an appendix to the Franchise Contract and shall be fully part of the Franchise Contract. A current schedule of service shall be available to customers on board all vehicles at all times and shall be posted on the internet by the Franchisee.

Written notification shall be given to the Commissioner not less than thirty days prior to any modification of the weekly scheduled vehicle revenue miles or change to the span of service of any route, provided, however, that the Commissioner may waive such notice requirement in the case of special events or other short-term contingencies where he/she deems it in the public interest to do so. Any changes in the number of weekly scheduled vehicle revenue miles on any route that exceed twenty-five percent (25%) or changes in the span of service of greater than four hours, either cumulatively within a three-year period or singly, must receive the prior written approval of the Commissioner, a copy of which shall be sent to the FCRC.

In addition to other remedies which may be available to the City, the Franchise Contract shall contain provisions for liquidated damages if the Franchisee does not meet all of the service schedule requirements herein.

Equipment and Vehicle Standards

All vehicles used to provide service under the Franchise shall be compliant with the Americans with Disabilities Act and meet the highest standards of safety, reliability, and sustainability (fuels and emissions). All vehicles shall have a seating capacity of not less than twenty-five (25) passengers, including the driver. All buses shall be alternative fuel vehicles or be equipped with the best available after-treatment technology to reduce particulate emissions. After-treatment technology shall be subject to Department review and approval.

All buses shall be designed and constructed so that no projection extends beyond the exterior of the rear end of the bus. In particular, all rear bumpers shall be concealed and the exterior designed and constructed to prevent any person from hitching rides thereon. In addition, on the exterior of each bus shall be written the name of the Franchisee, the number of such bus (which shall be assigned by the Franchisee), the seating capacity and standing room, and the destination of the bus, all of which shall be plainly visible from the outside and illuminated when necessary. Any legal or official notice, regulation or order as to the control or management of buses as required by law, ordinance or otherwise, or as directed by the Department or other authority having jurisdiction, shall be displayed inside or upon the buses.

No bus shall exceed:

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- a maximum width of 8.5 feet;
- a maximum weight of forty-five thousand (45,000) pounds, including passengers, fuel, water, oil and any other material and accessories carried therein; and
- a maximum length of forty-five (45) feet. Any and all buses greater than forty (40) feet must be approved by the Department before being used by the Franchisee.

Maintenance

The Franchisee shall maintain all vehicles used to provide service under the Franchise in good repair, order and appearance; shall keep them clean and free of graffiti at all times; and shall keep them heated and air-conditioned as required for the comfort of passengers. The Franchisee shall be responsible for cleaning, removing graffiti from, maintaining, repairing, fueling, and storing all vehicles at its sole cost and expense.

Inspection

The Department shall have the right at all times to inspect the facilities, service, and equipment used by the Franchisee and to order compliance with operational requirements and performance standards set forth in the Franchise Contract. The Franchisee shall permit the Department at all times to inspect or examine any or all of the buses operated pursuant to the Franchise Contract at the garages used by the Franchisee or at any location in the City designated by the Department. If upon such inspection or examination any bus shall be found by the Department, in its discretion, to be unfit for public service, then the Franchisee, if so directed by the Department, shall immediately withdraw such bus from service and shall cause the defect or condition to be properly repaired or remedied before restoring such bus to service. The right of inspection shall be in addition to and shall not supersede or otherwise limit, qualify or modify the powers of the Department or any other governmental agency.

Performance Monitoring and Customer Service

The Franchisee shall monitor, record and create reports of its performance including, but not limited to, trip times, ridership, public information dissemination, cleanliness, graffiti removal, breakdowns, climate control and on-time performance. The Franchisee shall submit said reports of its performance to the Department quarterly or more frequently upon Department request. Quarterly reports shall be submitted to the Department within fifteen (15) days after the last day of each quarter.

The Franchisee will be required to create a plan to receive and resolve complaints and inquiries, including communication in person, in writing, by telephone, and/or by email or other electronic media.

The Franchisee shall maintain a log of complaints received from the public (the "Log"), whether in writing, by telephone, in person, via e-mail or other electronic means. The Log shall be provided to the Department quarterly, or more frequently upon Department

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request. Quarterly logs shall be submitted to the Department within fifteen (15) days after the last day of each quarter. The Log shall include the date of the complaint, the name, address, and telephone number of the complainant (if provided by the complainant), the nature of the complaint, and a summary of the Franchisee's response. At the Department's request, the Franchisee shall provide full copies of any written or electronic correspondence in regard to such complaints.

The Franchisee shall prominently post the following in each bus: current fare charts; current schedules; and a current address, website or telephone number to which service complaints can be directed.

All personnel engaged in the operation of the Bus Service shall wear a uniform and shall clearly display identification upon their person.

SECTION IV – REVENUE AND COMPENSATION

Fares

The Franchisee shall charge a fare(s) for service which fare(s) shall be no higher than the uniform maximum fare set by the Department at \$4.00 per ride. The uniform maximum fare may be amended from time to time by the Department with the approval of the FCRC.

Each proposer shall propose a fare structure, which shall be subject to the approval of the Department, based on its knowledge of the market and competing services, including private buses, taxis, limousines, shuttle services, and transportation operated by MTA New York City Transit ("MTA NYCT") and the Port Authority of New York and New Jersey. The proposed fare structure may include reduced fares for special populations, including seniors, people with disabilities, children, and students, and other fare programs, such as frequent-rider rates, that the proposer believes will best serve its customers. The Franchisee shall post a complete and up-to-date schedule of fares on all vehicles and on the internet. Changes to the fare structure during the term of the Franchise shall be subject to the prior written approval of the Department.

Any plans for automated fare collection shall be subject to the review and approval of the Department.

There shall be no subsidy from the City, whether monetary or in-kind, for any part of the service, including but not limited to equipment, vehicles, maintenance, repair, fuel, or storage.

Advertising

The Franchisee may sell and post advertising in the interior and/or exterior of buses, subject to the specifications, terms, reservations and restrictions set by the Department and provided, however, that advertising which is false or misleading, which promotes

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unlawful or illegal goods, services or activities, or which is otherwise unlawful or obscene as determined by the City, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11 shall be prohibited. In addition, advertising related to tobacco products shall be prohibited. Any such prohibited material shall be immediately removed by the Franchisee upon notice from the Department.

Electronic and new media for the purpose of displaying advertising will be permitted on a case by case basis in the sole discretion of the Department, and shall be consistent with local law and subject to any applicable approvals by City agencies.

Advertising shall not obscure or interfere with information necessary for the public, such as the route number or destination of the vehicle, schedules, or fares. The Franchisee shall maintain the advertising in a clean and attractive condition at all times and shall be responsible for all costs associated therewith.

Proposers should be aware that the Department has granted the right to a private company to construct bus stop shelters and sell/display advertising thereon at locations where Franchisee may have route stops. The Franchisee shall not be entitled to any rights related to the bus stop shelters or any advertising placed thereon.

Sponsorship Activity

In the event that Franchisee wishes to engage in sponsorship activity related to the Franchise, such activity may be permitted on a case by case basis as reasonably determined by the Department to be consistent with the purposes of the Franchise, and shall be consistent with local law and be subject to any applicable approvals by City agencies.

Compensation to the City

The Franchisee shall pay to the City as compensation for the Franchise a percentage of Gross Revenues ("franchise fee"). "Gross Revenues" shall mean all revenues, cash or non-cash (in-kind will be treated as cash), derived by the Franchisee from any source, in any manner, either directly or indirectly arising from or related to the operation of the Bus Service including but not limited to fares, advertising, and sponsorship and/or related fees. Such compensation shall not be considered in any manner to be in the nature of a tax, but such payments shall be made in addition to any and all taxes of whatsoever kind or description which are now or may at any time hereafter be required to be paid pursuant to any local law of the City or any law of the State of New York or any law of the federal government.

The Franchisee will be required to submit reports at such times and in a format and manner to be determined by the Department detailing Gross Revenue and ridership and, at the end of each operating year, a detailed income and expense statement for the past year's operation.

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The current franchisee's revenue and ridership is summarized below:

Calendar Year	Reported Gross Revenue	Reported Ridership
2009	\$681,880	567,999
2008	\$678,459	570,000
2007	\$705,540	622,399
2006	\$688,260	582,447

SECTION V – PROPOSAL

A. FORMAT AND CONTENT OF THE PROPOSAL

The Proposal and all supporting documentation should be typed on both sides of 8½" X 11" paper. Pages should be paginated. The City of New York requests that all proposals be submitted on paper with no less than 30% post-consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: <http://www.epa.gov/cpg/products/printing.htm>). The Proposer should state whether its response is printed on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in these instructions. Failure to comply with any of the instructions set forth in this paragraph will not be considered non-responsive.

No proposals should be submitted in plastic sleeves or spiral binders. Illustrations may be included. All plans are subject to DOT's approval. Oversized drawings may be submitted, but must be accompanied by 8½" x 11" sectionals or reductions to 8½" x 11". No telegraphic or facsimile proposals will be accepted.

Upon the Department's request, Proposers shall be required to submit completed original copies of VENDEX Questionnaires (Vendor and Principal Questionnaires) to the Mayor's Office of Contract Services. In such event, the franchise award will be subject to completion of the VENDEX Questionnaires and review of that information by the New York City Department of Investigation.

Each Proposal shall contain the following:

1. Proposal Cover Sheet

The proposer shall submit a completed Proposal Cover Sheet (Exhibit D) transmitting the proposal package to the Department. The cover sheet shall be completed, signed and dated by an individual authorized to enter into a Franchise Contract with the City on behalf of the Proposer. A separate cover sheet shall be completed and submitted for each firm that is a party to the proposal, e.g., two firms submitting one Proposal as a joint venture.

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2. Experience Statement

The statement of experience is a presentation of the qualifications and experience of the Proposer's organization and the staff that will be participating in the Franchise Contract. If applicable, a like statement of experience shall be included for each firm that is a party to the Proposal or that will provide services associated with this Franchise, e.g., two firms submitting one Proposal as a joint venture or one firm submitting a Proposal that will require subcontracting on a long-term basis to one or more firms. Proposers do not have to be qualified to do business in New York in order to submit a proposal, but will have to be so qualified to enter into a Franchise Contract.

The proposal shall include a narrative statement detailing:

- a. The proposer's experience operating bus or other transportation services in New York City or other urban environments, including a list of all transportation services provided in the last five years.
- b. The proposer's demonstrated ability in the management of bus or other transportation service, including, without limitation, satisfactory performance on:
 - i. Service indicators (e.g., percentage of scheduled service actually operated, adherence to published schedules, interruptions to service resulting from mechanical failures, vehicle cleanliness, and handling of customer inquiries).
 - ii. Management indicators, (e.g., employee absentee rates, number of vehicular accidents, training programs, adherence to inspection, insurance, driver training, and safety requirements, and bus scheduling efficiency and effectiveness).
- c. The proposer's business integrity and financial soundness, including without limitation adequate access to sources of operating capital and the demonstrated ability to adequately maintain books and records.

3. Financial Statements

The proposer(s) must submit audited financial statements for its two most recent completed fiscal years. Supporting documentation shall be submitted as requested by the Department.

4. Client References

Proposers must provide the names, phone numbers, and addresses of no fewer than three (3) client references, including at least one reference for each client/entity for whom the proposer provided transportation services within the last five years.

The Department reserves the right to request additional references.

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5. Service Proposal

The proposal shall include a complete description of the proposed service, which shall include the following components:

- a. Equipment. The proposal shall include:
 - i. A statement describing how the equipment to be used to provide service under the Franchise will meet the highest standards of safety, reliability, and sustainability (fuels and emissions).
 - ii. A list of all vehicles proposed to be used, including, for each type of vehicle: the make, model, and year; mileage and accident/repair history. Also included should be details of how many vehicles will be used; and photos of each vehicle. The list shall indicate, for each vehicle, what after-treatment technology is proposed to be installed or is already installed to reduce particulate emissions.
 - iii. A replacement schedule for vehicles from the start of the Initial Term through the end of the Second Renewal Term.
- b. Vehicle Maintenance Including Fueling, Cleaning, Preventive Maintenance, Repair, and Storage Services and Facilities. The proposal shall include a complete description of how the proposer intends to provide vehicle maintenance, taking into account the minimum maintenance requirements set forth in Section III. This shall include, but not be limited to, fueling, cleaning, preventive maintenance, repair, and storage for all vehicles, including the frequency of each service and the location, ownership, and capacity of each facility that will provide these services.
- c. Safety Related Services. The proposal shall include a description of proposed measures to ensure the safe operation of all vehicles, including but not limited to driver training, monitoring, and investigation of accidents.
- d. Fare Proposal. The proposal shall include a schedule of fares, in accordance with the requirements of this RFP.
- e. Service Schedule. The proposal shall include a detailed schedule of proposed service, in accordance with the requirements of this RFP.
- f. Ancillary Services. The proposal shall include a description of ancillary services to be provided by the Franchisee, including but not limited to:
 - i. The proposer's plans to receive and resolve customer complaints and inquiries, including communication in person, in writing, by telephone, and/or by email or other electronic media, and maintenance of a complaint log.
 - ii. Measures proposed to encourage customer service by the Franchisee's employees, including but not limited to employee training and incentive programs and employee identification (uniforms, badges, etc.)
 - iii. Any proposed on-board passenger amenities, such as audio or video entertainment or wireless internet service.

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- g. Subcontracting. All Proposers shall list in detail any services to be provided by subcontractors. All subcontractors will be subject to the review and approval of the Department.
- h. Marketing Plan. The Proposer shall describe its plans to develop and increase the business conducted under the Franchise through a customer communication, outreach, and /or marketing program, including written materials and use of the internet or other media.

6. Compensation Proposal

The proposal shall state the proposed compensation for each year of the term of the Franchise, including renewals, as a percentage of the Gross Revenues.

The proposal shall also include a projection of ridership, Gross Revenues broken down by revenue source, and compensation to the City for each year of the term of the Franchise, including renewals.

The Compensation Proposal shall be contained in a separate sealed envelope clearly labeled 'Compensation Proposal.'

7. Required City Documents

The following documents shall be completed by each firm that is a party to the Proposal or that will provide services associated with this Franchise, e.g., two firms submitting one Proposal as a joint venture or one firm submitting a Proposal that will require subcontracting on a long-term basis to one or more firms:

- a. VENDEX Questionnaires. Questionnaires required under the City's Vendor Information System (VENDEX) must be completed by an officer of each business entity that is a party to the Proposal, each principal of every such business entity, and any subcontractors.
- b. Proposer's Affirmation and Declaration. The Proposer shall complete and submit the Proposer's Affirmation and Declaration attached as Exhibit E as part of the Proposal Package.
- c. MacBride Principles. The MacBride Principles attached as Exhibit F must be signed and submitted as part of the Proposal Package and will be included in any Franchise Contract entered into by the Department pursuant to this RFP.
- d. Doing Business Data Form. The Doing Business Data Form attached as Exhibit G must be completed and submitted as part of the Proposal Package.

RFP FOR LOCAL BUS SERVICE BETWEEN WILLIAMSBURG AND BOROUGH PARK

8. Acknowledgment of Addenda

The Proposer shall complete and submit the Acknowledgment of Addenda, attached as Exhibit H, as part of the Proposal Package. This form serves as the Proposer's acknowledgment of the receipt of Addenda that may have been distributed by the Department prior to the Proposal Due Date and Time.

B. PROPOSAL PACKAGE SUBMISSION REQUIREMENTS

1. Delivery

Proposal Packages must be received by the Department's ACCO Contract Management Unit, Department of Transportation, 55 Water Street, Ground Floor, New York, NY 10041, on or before Friday, April 9, 2010 at 2pm. Proposals received after the Proposal Due Date and Time are late and shall not be considered. Proposers are advised that photo ID is required to enter 55 Water Street and should allow time to sign into the building.

The Department of Transportation's Office of the Agency Chief Contracting Officer/Contract Management Unit and Bid Rooms are located on the southeast corner of the building at 55 Water Street, Ground Floor. There is a separate entrance located on the South Side of the building facing the Vietnam Veterans Memorial.

All visitors must go through the building's security screening process. Please allow sufficient time to get to your destination. Please bring government issued photo identification (i.e. driver license, passport, identification card).

2. Copies and Format

Proposers shall hand deliver one signed original and ten (10) copies of the Proposal Package, except that Proposers need provide only one original and two copies of the "Required City Documents" described above.

Prospective proposers and their representatives must have photo I.D. to enter the 55 Water Street building and allow for time to sign into the building prior to submitting their bids.

Proposers who have a physical disability and cannot deliver their bids to the 55 Water Street building should contact the Department Contact Person at least seven (7) days prior to the due date and special arrangements will be made.

A proposal may include information on CD-ROM or comparable media; however, such submissions may only be submitted as supplements to the material required by this RFP, which must be provided on paper. Any submission in alternative media must include instructions on how to run the program.

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3. Length of Proposal

Proposers are advised that while there is no page limitation for Proposals, discretion should be used. The Proposal will be evaluated on the basis of its content, not length.

4. Labeling

The outer envelope enclosing any materials submitted in response to this RFP shall be addressed as follows:

From: Proposer Name/Address
To: ACCO Contract Management Unit
Department of Transportation
55 Water Street, Ground Floor
New York, NY 10041

RFP Title: Request for Proposals for a Franchise for Unsubsidized Local Bus Service between Williamsburg and Borough Park in the Borough of Brooklyn

Solicitation Number: 84110MBAD499

Proposal Due Date and Time: Friday, April 9, 2010 at 2pm

5. Delivery Services

Proposers shall be responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the information required in item 4, above, appears on the outer envelope used by such service.

6. Proposal Package Checklist

Exhibit I, Proposal Package Checklist, which itemizes each component/document that is to be submitted as part of the Proposal Package, has been attached for the Proposer's convenience.

SECTION VI – PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

1. Evaluation Committee

Proposals will be evaluated by an Evaluation Committee consisting of not fewer than three (3) persons qualified to evaluate the proposals submitted in response to this RFP. Written evaluation forms shall be used to evaluate proposals and shall be signed

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and dated by all members of the Evaluation Committee. Initial evaluations may be amended, and any amended evaluations shall be recorded on amended evaluation forms. Copies of all initial and amended evaluation forms shall be maintained as part of the Department's files.

2. Evaluation Criteria

The evaluation criteria to be used in assessing the responses to this RFP shall be:

1. An assessment of the relative fitness of the respondents with regard to:
 - a. experience operating bus or other transportation services in New York City or other urban environments;
 - b. demonstrated ability in the management of bus or other transportation service, including, without limitation, satisfactory performance on:
 - i. service indicators (e.g., percentage of scheduled service actually operated, adherence to published schedules, interruptions to service resulting from mechanical failures, vehicle cleanliness, and handling of customer inquiries), and
 - ii. management indicators, (e.g., employee absentee rates, number of vehicular accidents, training programs, adherence to inspection, insurance, driver training, and safety requirements, and bus scheduling efficiency and effectiveness);
 - c. business integrity and financial soundness, including without limitation adequate access to sources of operating capital and the demonstrated ability to adequately maintain books and records;
2. The amount of franchise fee proposed.
3. The amount of service proposed as follows:
 - a. Equipment (Section V, 5.a.)
 - b. Vehicle maintenance, including fueling, cleaning, preventive maintenance, repair, and storage services and facilities (Section V, 5.b.)
 - c. Safety related services (Section V, 5.c.)
 - d. Service Schedule (Section V, 5.e.)
 - e. Ancillary services (Section V, 5.f.)

SECTION VII – GENERAL INFORMATION

A. STATUS OF INFORMATION

1. The Department shall not be bound by any oral or written information released prior to the issuance of the RFP.

RFP FOR LOCAL BUS SERVICE BETWEEN WILLIAMSBURG AND BOROUGH PARK

2. The Department shall not be bound by any oral or written representations, statements or explanations other than those made in this RFP, in Department-written responses to Proposer inquiries or in a formal written addendum to this RFP.

B. COMMUNICATION WITH THE DEPARTMENT

Proposers are advised that from the date this RFP is issued until the award of the Franchise Contract, no contact with Department personnel related to this solicitation is permitted, except as shall be authorized by the Department Contact.

Proposers are hereby directed that from the date this RFP is issued until the award of the Franchise Contract, they and their consultants, agents or representatives, lobbyists or lawyers are not to contact any employee in any City agency, other than the Authorized Department Contact, with regard to this RFP or any addenda thereto.

C. PROPOSER INQUIRIES

1. All inquiries regarding this solicitation shall be submitted in writing to the Authorized Department Contact, who shall respond in writing to all potential Proposers.

2. Proposers are advised that the Department cannot ensure a response to inquiries received later than ten (10) calendar days prior to the Proposal Due Date.

D. ADDENDA TO THE RFP

1. The Department shall issue responses to inquiries related to substantive issues and any other corrections or amendments to the RFP it deems necessary prior to the Proposal Due Date in the form of written addenda.

2. It is the Proposer's responsibility to assure receipt of all addenda by verifying with the Authorized Department Contact prior to submitting a Proposal that all addenda have been received. Proposers shall acknowledge the number of addenda received as part of their Proposals on the Acknowledgment of Addenda form (Exhibit H).

E. PREPROPOSAL CONFERENCE

1. A Preproposal Conference will be held on Friday, March 5, 2010 at 12:30pm at 55 Water Street, New York, NY. Please contact the Authorized Department Contact for the room number. The conference will be conducted by Department personnel to assist Proposers in understanding the RFP and Franchise requirements. Nothing stated at the conference shall change this RFP unless the change is made in writing in addenda issued by the Authorized Department Contact. Attendance at the Preproposal Conference is strongly recommended, but is not mandatory.

2. Questions about the RFP should be submitted in writing to the Authorized Department Contact at least one week prior to the Conference.

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3. Proposers should notify the Authorized Department Contact who, if anyone, will represent their company at the Conference at least one week in advance. The Authorized Department Contact will provide specific scheduling and location information.

4. If any Proposer needs a sign language interpreter or other special accommodation for the Preproposal Conference, they must request such accommodation from the Authorized Department Contact no later than 24 hours before the scheduled date.

F. MODIFIED PROPOSALS

1. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal until the Proposal Due Date and Time and, if applicable, until the due date and time set for the submission of Best and Final Offers, if Best and Final Offers are required by the Department.

2. The Evaluation Committee shall consider only the latest timely version of the Proposal.

G. WITHDRAWAL OF PROPOSALS

A Proposal may be withdrawn only in writing and only prior to the Proposal Due Date and Time or, if applicable, until the due date and time set for the submission of Best and Final Offers.

H. LATE PROPOSALS AND MODIFICATIONS

Proposals, modifications and, if applicable, Best and Final Offers received after the applicable due date and time are late and shall not be considered.

I. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

1. The Department will endeavor to protect from disclosure any confidential and/or proprietary information of the Proposer submitted to the Department pursuant to this RFP in accordance with applicable law, provided that the Proposer shall specifically identify those portions of the Proposal deemed to be confidential, proprietary information or trade secrets.

2. Such information deemed by the Proposer to be confidential and/or proprietary shall be easily separable from the non-confidential/non-proprietary sections of the Proposal. Marking the entire Proposal as confidential or proprietary will result in the Proposal being rejected and returned to the Proposer unread.

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3. Proposers should be aware that the Department may be required, pursuant to the New York State Freedom of Information Law (“FOIL”) (New York Public Officers Law Section 87 *et seq.*), to disclose to the public a written Proposal or portion thereof submitted in connection with this RFP. In the event that such disclosure is requested by a third party, the Department will provide notice to the Proposer as far in advance as practicable of any deadline for response and shall consult with the applicant to evaluate the extent to which such information may be withheld from disclosure under provisions of FOIL. Consistent with the requirements of FOIL, the final determination whether such information may be withheld from disclosure shall be made by the Department. In the event that the Department determines that information may not be withheld, the Department will attempt to provide the Proposer with timely notice of intent to disclose in order that the Proposer may invoke any rights or remedies to prevent disclosure to which it believes it may be entitled under the law.

4. Proposers expressly acknowledge and agree that neither the Department nor the City of New York will have any obligation or liability to any Proposer in the event of disclosure of materials designated as confidential or proprietary.

J. COSTS INCURRED BY PROPOSERS

The Department shall not be liable for any costs incurred by Proposers in the preparation of Proposals or for any work performed in connection therewith.

K. SUPPLEMENTAL INFORMATION, PRESENTATIONS, AND DEMONSTRATIONS

1. The Department may require Proposers to submit supplemental or explanatory information regarding their Proposals.

2. The Department may require Proposers to attend interviews, to give oral or visual presentations in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein.

L. NEGOTIATIONS, BEST AND FINAL OFFERS

1. The Department reserves the right to award a Franchise Contract on the basis of initial offers received, without negotiation. Therefore, each initial offer should contain the Proposer's best terms from a programmatic and cost standpoint.

2. The Department reserves the right to enter into negotiations with one or more Proposers and subsequently to request the submission of Best and Final Offers from those Proposers who, after the conclusion of such negotiations, are still under consideration for award. No Proposer shall have any rights against the Department arising from an invitation to enter into negotiations or to submit a Best and Final Offer.

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M. PROPOSER ACCEPTANCE OF RFP AND FRANCHISE PROVISIONS

Submission of a Proposal signifies to the Department the Proposer's intention to compete for the award of the particular Franchise Contract. By submitting a Proposal, Proposers understand and accept that at a minimum the terms and conditions specified in this RFP, in Resolution No. 838-A adopted by the New York City Council in 2007, and in the Investigation Clause attached as Exhibit J will become part of any Franchise granted.

N. FRANCHISE CONTRACT AWARD

1. A Franchise Contract will be awarded, if at all, to the responsible Proposer who submits the most beneficial Proposal in the interest of the City and who demonstrates the required skills and resources for the service required by the Franchise Contract. The City reserves the right to reject any and all Proposals in the best interests of the City.

2. Pursuant to the New York City Charter the Franchise Contract award will not take effect until the following have occurred:

- a) The proposed contract is the subject of a public hearing; and,
- b) The proposed contract is approved by the Franchise and Concession Review Committee; and,
- c) The contract receives the separate and additional approval of the Mayor.

Pursuant to the New York City Charter, the Franchise Contract award will not be implemented until the contract is registered with the Comptroller.

3. Contract award is subject to all required approvals, applicable provisions of federal, state and local laws and executive orders, rules or regulations in effect.

O. DETERMINATION OF PROPOSER RESPONSIBILITY

1. A Franchise Contract will be awarded only to a responsible Proposer. Factors that are considered in making a determination of responsibility may include, but are not limited to: financial resources; technical qualifications; experience; organization, material, equipment, facilities and personnel resources and expertise (or the ability to obtain them) necessary to carry out the work and to comply with the Franchise Contract requirements, taking into consideration other business commitments; satisfactory record of performance; satisfactory record of business integrity; VENDEX information; and administrative (*e.g.*, record of past performance) and other appropriate information.

2. A Franchise Contract may not be issued to any Proposer who is in arrears or default upon any debt, contract, obligation, or taxes to the City of New York. In addition, a Franchise Contract may not be issued to any Proposer until all outstanding adjudicated fines and/or liens owed to the City of New York are paid in full.

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3. After the opening of the Proposals, a Proposer may be asked to submit sworn statements and supporting documentation setting forth such information as the Department and/or the Evaluation Committee may require including, but not limited to, the Proposer's financial condition, present and proposed plant and equipment, the personnel and qualifications of its working organization, prior experience and performance record.

4. Failure of a Proposer to provide information specifically requested may be grounds for a determination of non-responsibility. If a Proposer who otherwise would have been awarded a Franchise Contract is found non-responsible, a written determination of non-responsibility setting forth in detail and with specificity the reasons for the finding of non-responsibility will be immediately sent to the non-responsible Proposer.

P. RFP POSTPONEMENT/CANCELLATION

The Department reserves the right to postpone or cancel this RFP and to reject any and all Proposals at any time.

Q. COMPLAINTS

The Comptroller is charged with the audit of contracts in New York City. Anyone who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, NY 10007; the telephone number is (212) 669-2323. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

R. DOING BUSINESS ACCOUNTABILITY

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, proposers responding to this solicitation are required to complete the attached Doing Business Data Form (Exhibit G) and return it with this proposal and should do so in a separate envelope. If the responding proposer is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form. If the City determines that a proposer has failed to submit a Data Form or submitted a Data Form that is not complete, the proposer will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-

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mailed or faxed (if the proposer has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

**EXHIBIT A
AUTHORIZING RESOLUTION
THE COUNCIL**

May 9, 2007

Res No. 838-A

The Department of Transportation Authorizing Resolution for Certain Unsubsidized Bus Franchises.

By Council Members Katz, Felder and Weprin (by request of the Mayor). Amended by the Committee on Land Use on June 5, 2007.

CITYWIDE

20075503 BFY

WHEREAS, by Executive Order No. 25, dated August 23, 1995, the Mayor has designated the Department of Transportation ("DOT") as the responsible agency for the granting of franchises for bus lines; and

WHEREAS, pursuant to Sections 363 and 378 of Chapter 14 of the Charter of the City of New York, ("Charter") the Commissioner of Transportation ("Commissioner") has made the initial determination of the need for franchises for unsubsidized bus lines providing common carrier service to passengers along designated routes, between the borough of Manhattan and LaGuardia and Kennedy Airports in the borough of Queens and between those airports, and local service to operate between Williamsburg and Borough Park in the borough of Brooklyn, ("Bus Service") in the City of New York; and

WHEREAS, the Council has determined that the granting of such franchises will promote the public interest, enhance the health, welfare and safety of the public and stimulate commerce by ensuring the continued availability of private Bus Service and enhancing the City's transportation network; and

WHEREAS, it is necessary to provide for the preparation of solicitations for such Bus Service, to conduct appropriate environmental review, to review proposals to provide unsubsidized Bus Service; and to make such technical evaluations as may be necessary to determine appropriate service levels, and fare structures;

NOW THEREFORE, BE IT RESOLVED,

That the Council hereby authorizes DOT to grant non-exclusive franchises for unsubsidized bus lines providing common carrier service to passengers along designated routes, between the borough of Manhattan and LaGuardia and Kennedy Airports in the borough of Queens and between those airports, and local service to operate between Williamsburg and Borough Park in the borough of Brooklyn, in the City of New York as provided for herein, subject to the approval of the Franchise and Concession Review Committee ("FCRC") and the separate and additional approval of the Mayor. The authorization to grant franchises pursuant to this resolution shall expire on the fifth anniversary of the date on which this resolution is adopted by the City Council ("Expiration Date"). No franchise shall be granted pursuant to this resolution by DOT, nor approved by the FCRC or the Mayor, after the Expiration Date;

and be it further **RESOLVED,**

FIRST, that there shall be one uniform maximum fare for unsubsidized airport service and one uniform maximum fare for unsubsidized local service. The appropriate maximum fare shall be included in each solicitation and franchise agreement. With regard to the uniform maximum fare, DOT may request from the FCRC a modification to each and every franchise agreement for airport and/or local service authorized by this resolution changing the uniform maximum fare. Each franchise agreement for unsubsidized service shall specify that upon the approval of the FCRC of any such proposed change, the franchise agreement shall be deemed to be modified to provide for the revised maximum fare.

SECOND, that prior to the granting of any such franchise, one or more Requests For Proposal ("RFP") shall be issued by DOT for each route or group of routes. DOT may group routes in such a way as to maximize potential efficiencies, increase competition, and/or increase revenue. For the purpose of conducting solicitations, routes authorized pursuant to this Resolution may be grouped with routes authorized under other Authorizing Resolutions where DOT determines that it is in the best interest of the City to do so. Prior to issuing any such solicitation, environmental and land use review, if necessary, shall be conducted in accordance with City Environmental Quality Review and Section 197c of the Charter. Upon request of the City, a proposed franchisee shall, as a condition of receiving a

franchise, assume the cost of, or reimburse the City for, the City's costs of any such environmental or land use review or shall provide for the conduct of such review itself, at its own cost.

THIRD, that no franchisee operating service pursuant to this Resolution may receive any subsidy from the City.

FOURTH, the evaluation criteria to be used in assessing the responses to such RFPs shall be the following:

1. An assessment of the relative fitness of the respondents with regard to:
 - experience operating bus or other transportation services in New York City or other urban environments;
 - demonstrated ability in the management of bus or other transportation service, including, without limitation, satisfactory performance on:
 - (a) service indicators (*e.g.*, percentage of scheduled service actually operated, adherence to published schedules, interruptions to service resulting from mechanical failures, vehicle cleanliness, and handling of customer inquiries), and
 - (b) management indicators, (*e.g.*, employee absentee rates, number of vehicular accidents, training programs, adherence to inspection, insurance, driver training, and safety requirements, and bus scheduling efficiency and effectiveness);
 - business integrity and financial soundness, including without limitation adequate access to sources of operating capital and the demonstrated ability to adequately maintain books and records;
2. the amount of franchise fee proposed and the amount of service proposed.

FIFTH, initial schedules need to be specified in the RFP only to the extent that the level of service must be specified for purposes of completing an environmental review, as appropriate.

SIXTH, that DOT shall apply the MacBride principles when granting franchises pursuant to this resolution.

SEVENTH, that any franchise granted pursuant to this authorizing resolution shall be by written agreement that shall without limitation, provide that:

1. the term of the franchise shall be fixed and shall be in accordance with the terms of the solicitation pursuant to which it was issued. A franchise may contain a renewal clause, however, in no case shall the term of a franchise, including all renewal periods, exceed twenty-five (25) years.

2. the compensation to be paid to the City shall be fixed as a percentage of the gross revenues, cash or non-cash, derived by the franchisee from any source, in any manner, either directly or indirectly arising from or related to the operation of the Bus Service described in the franchise. Such compensation shall not be considered in any manner to be in the nature of a tax, but such payments shall be made in addition to any and all taxes of whatsoever kind or description which are now or may at any time hereafter be required to be paid pursuant to any local law of the City or any law of the State of New York; or any law of the federal government.

3. the maximum fare shall be the uniform maximum fare for such service set by DOT, as such may be from time to time amended by DOT upon request to and approval by the FCRC.

4. that a franchisee may be required to maintain integrated or reduced fare programs, the requirements for which shall be contained in the appropriate solicitation documents and franchise contracts.

5. the franchise may be terminated or canceled by the Commissioner in the event of the franchisee's failure to comply with the material terms and conditions of the agreement.

6. there shall be remedies, including liquidated damages, to protect the City's interests in the event of the franchisee's failure to comply with the terms and conditions of the agreement.

7. a security fund or other appropriate method shall be established to insure the performance of the franchisee's obligations under the agreement.

8. the franchise may permit or require advertising in the interior and/or exterior of buses; provided however, that advertising which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful or obscene as determined by the City, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11, shall be prohibited. In addition, advertising related to tobacco products shall be prohibited.

9. there shall be provisions regulating the technical specifications of bus equipment used to provide authorized Bus Service.

10. there shall be provisions to insure adequate oversight and regulation of the franchisee by the City, including adherence to standards of performance and guidelines for service.

11. the City shall have the right at all times to inspect the facilities, service and equipment used by the franchisee and to order compliance with operational requirements and performance standards set forth in the agreement.

12. there shall be adequate insurance and indemnification requirements to protect the interests of the public and the City.

13. all franchisees shall be required to maintain complete and accurate books of account and records in compliance with any and all specific requirements for recordkeeping as shall be established by DOT. Such books and records shall be made available on demand to the City for inspection.

14. all franchisees shall be required to maintain an office in the City of New York.

15. there shall be provisions containing the agreements required pursuant to paragraph 6 of subdivision (h) of Section 363 of the Charter relating to collective bargaining and other matters.

16. there shall be provisions requiring the franchisee to comply with applicable City laws, regulations and policies related to, but not limited to employment and investigation.

17. there shall be provisions requiring the franchisee to comply with all applicable federal, state, and local laws whatsoever, including those relating to accessibility for persons with disabilities.;

19. there shall be provisions to restrict the subcontracting, assignment or other transfer of the franchise or portions thereof, without the prior written consent of the City and provisions to restrict changes in control of the carrier without the prior written consent of the City.

20. all franchisees, with the exception of public transportation authorities, shall submit to the City's Vendor Information Exchange System ("VENDEX") review.

21. all franchisees shall obtain all necessary authorizations, licenses, and/or permits from and comply with all applicable provisions of the New York State Vehicle and Traffic Law, and all applicable rules of the New York State Department of Motor Vehicles, the New York State Department of Transportation and any other governmental body having jurisdiction over bus operations.

22. all franchisees shall at all times maintain on file with DOT a complete, accurate, and current schedule of service, which will constitute an appendix to the agreement(s) and shall be fully part of the agreement(s).

For Bus Service pursuant to this Authorizing Resolution, written notification shall be given to the Commissioner not less than thirty days prior to any modification of the weekly scheduled vehicle revenue miles or change to the span of service of any route, provided, however, that the Commissioner may waive such notice requirement in the case of special events or other short-term contingencies where he/she deems it in the public interest to do so. Any changes in the number of weekly scheduled vehicle revenue miles on any route that **exceed** twenty-five percent (25%) or changes in the span of service of greater than four hours of any given route, either cumulatively within a three year period or singly, must receive the prior written approval of the Commissioner, a copy of which shall be sent to the FCRC.

There shall be provisions for liquidated damages if these requirements are not met.

23. There may be provisions for free reciprocal transfer privileges between local routes operated by the franchisee and intersecting local surface routes of the Metropolitan Transportation Authority New York City Transit ("MTA NYCT"), the Manhattan and Bronx Surface Transit Operating Authority ("MABSTOA"), and the MTA Bus Company (together "the Operators"), and in addition with the franchisee's own intersecting routes . To the extent that such reciprocal transfer privileges require the agreement of the Operators, the franchisee(s) shall take all reasonable steps to obtain such agreement and DOT shall assist the franchisee(s) in obtaining such agreement.

EIGHTH, the streets comprising the route over which franchised Bus Services will be provided shall be described in the RFP and included in the franchise agreements. All changes to the routes or those streets must receive the **prior** written approval of the Commissioner before such change may be implemented. Where such changes to that route or those streets, either cumulatively within a three year period or singly, represent twenty-five percent (25%) or less of the total mileage of the route, a copy of the Commissioner's approval shall be sent to the FCRC for its information; where such changes to that route or those streets, either cumulatively within a three year period or singly, represent more than twenty-five percent (25%) of the total mileage of the route the written approval of the Commissioner shall be submitted to the FCRC for its additional approval prior to the implementation thereof.

And be it further **RESOLVED**, that DOT shall file with the Council the following documents:

1. within fifteen days of issuance, a copy of each RFP issued pursuant to this Resolution;
2. within fifteen days of approval by the Mayor, a copy of the agreement for each franchise granted pursuant to this Resolution;
3. within fifteen days of approval by the Commissioner or the FCRC, a copy of any amendments to each franchise granted pursuant to this Resolution;
4. on or before July 1 of each year, for the preceding calendar year, a report detailing the revenues received by the City from each franchise granted pursuant to this Resolution.

Adopted.

**Office of the City Clerk,
The City of New York** } **ss.:**

I hereby certify that the foregoing matter is a true copy of a Resolution passed by The Council of The City of New York on June 5, 2007 on file in this office.

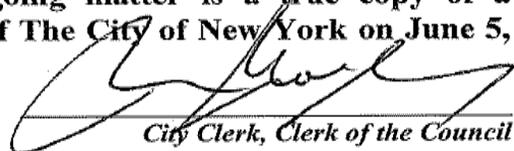

City Clerk, Clerk of the Council

EXHIBIT B GENERAL CONTRACT PROVISIONS

Cancellation, Termination

The Franchise Contract may be terminated or canceled by the Commissioner in the event the Franchisee fails to comply with any material terms and conditions of the Franchise Contract.

Restriction Against Assignment and Other Transfers

1. Except as provided in this Section, neither the Franchise granted herein nor any rights or obligations of the Franchisee pursuant to this Franchise Contract shall be encumbered, assigned, sold, transferred, pledged, leased, sublet, or mortgaged in any manner, in whole or in part, to any person, without the prior written consent of the City, pursuant to Section 3 hereof. In the event any transfer of interest which requires consent of the City takes place without such consent, such transfer shall constitute a default and the City may exercise any rights it may have under this Franchise Contract.

2. Notwithstanding any other provision of this Franchise Contract, no change in control of the Franchisee or the Franchise granted herein shall occur after the effective date of the Franchise, by act of the Franchisee, by act of any person holding control of the Franchisee or the Franchise granted herein, by operation of law, or otherwise, without the prior written consent of the City. The requirements of Section 3 hereof shall also apply whenever any change is proposed of 10% or more of the direct ownership of the Franchisee or the Franchise granted herein (but nothing herein shall be construed as suggesting that a proposed change of less than 10% does not require consent of the City acting pursuant to Section 3 hereof if it would in fact result in a change in control of the Franchisee or the Franchise granted herein), and/or any other event which could result in a change in control of the Franchisee.

3. The Franchisee shall promptly notify the Commissioner of any proposed action requiring the consent of the City pursuant to Sections 1 or 2 herein, by submitting to the City a petition either (a) requesting the approval of the Commissioner and submission by the Commissioner of a petition to the New York City Franchise and Concession Review Committee ("FCRC") and approval thereof by the FCRC or (b) requesting a determination that no such submission and approval is required and its argument why such submission and approval is not required. Each such petition shall fully describe the proposed action and shall be accompanied by a justification for the action and, if applicable, the Franchisee's argument as to why such action would not involve a change in control of the Franchisee, the Bus Service or the Franchise, or a transfer of interest in the Franchise granted herein or any rights or obligations of the Franchisee in the Bus Service or pursuant to this Franchise Contract and such additional supporting information as the Commissioner and/or the FCRC may reasonably require in order to review and evaluate the proposed action. The Commissioner shall expeditiously review the petition and shall (a) notify the Franchisee in writing if the Commissioner determines that the submission by the Commissioner and the approval of the FCRC is not required or (b) if the Commissioner determines that such submission and approval is required, either (i) notify the Franchisee that the

Commissioner does not approve the proposed action and therefore will not submit the petition to the FCRC, or (ii) submit the petition to the FCRC for its approval.

4. The Commissioner and the FCRC, as the case may be, may take such actions as they deem appropriate in considering the petition and determining whether consent is needed or should be granted. In considering the petition, the Commissioner and the FCRC, as the case may be, may inquire into: (i) the qualifications of each person involved in the proposed action; (ii) all matters relevant to whether the relevant person(s) will adhere to all applicable provisions of this Franchise Contract; (iii) the effect of the proposed action on competition; and (iv) all other matters it deems relevant in evaluating the petition. After receipt of a petition, the FCRC may, as it deems necessary or appropriate, schedule a public hearing on the petition. Further, the Commissioner and the FCRC may review the Franchisee's performance under the terms and conditions of this Franchise Contract. The Franchisee shall provide all requested assistance to the Commissioner and the FCRC in connection with any such inquiry and, as appropriate, shall secure the cooperation and assistance of all persons involved in said action.

5. Nothing in this Section shall be deemed to prohibit any mortgage, lien, security interest, or pledge being granted to any banking or lending institution which is a secured creditor of the Franchisee or any of its affiliates with respect to any stock of the Franchisee or any of its affiliates, any rights granted pursuant to this Franchise Contract, or any rights of the Franchisee or any of its affiliates in the Bus Service, including the assets of the Franchisee and its affiliates, provided that any such mortgage, lien, security interest or pledge shall be subject to the interests of the City as franchisor under this Franchise Contract, including without limitation the City's right of approval with respect to any transfer of the Franchise rights hereunder.

6. The Franchisee agrees not to enter into any subcontracts for the performance of its obligations, in whole or in part, under this Franchise Contract without the prior written approval of the Department of Transportation ("Department"). Two copies of each such proposed subcontract requiring approval shall be submitted to the Department with the Franchisee's written request for approval. All such subcontracts shall contain provisions specifying:

- (a) That the work performed by the subcontractor must be in accordance with the terms of this Franchise Contract;
- (b) That nothing contained in the subcontract shall impair the rights of the Department or the City;
- (c) That nothing contained in the subcontract, or under this Franchise Contract, shall create any contractual relation between the subcontractor and the Department or the City.

The Franchisee agrees that it is fully responsible under this Franchise Contract for the acts and omissions of the subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it. The Franchisee shall not in any way be relieved of any responsibility under this Franchise Contract by any subcontract. All subcontracts submitted by the Franchisee to the City for approval in accordance with this Section 6 shall be approved (or reasons for failure to approve shall be provided) as soon as reasonably practicable.

7. The grant or waiver of any one or more consents under this Section shall not render unnecessary any subsequent consent, nor shall the grant of any such consent constitute a waiver of any other rights of the City, as required in this Section.

Security Fund

The Franchisee shall establish and maintain a monetary Security Fund to ensure the Franchisee's compliance with its obligations under the Franchise Contract. Prior to the execution of the Franchise Contract, the Franchisee will be required to deposit with the Comptroller the sum of \$20,000. The Department reserves the right throughout the term to increase the required Security Deposit to an amount not to exceed the prior year's franchise fee. The Security Fund shall be held by the City, without liability for the City to pay interest thereon.

The Department shall have the right to make withdrawals from the Security Fund should the Franchisee fail to pay the required franchise fee or taxes. The Department is also authorized, in the event the Franchisee fails to cure a breach of the Franchise Contract after notice from the Department, to cause the necessary work to be done and collect the cost thereof from the Security Fund. The Department is also authorized to assess and collect liquidated damages from the Security Fund. Franchisee shall replenish the amount withdrawn from the Security Fund within 10 days of withdrawal so that the amount deposited with the Comptroller remains equal to the required Security Deposit for that year.

If the amount deposited in the Security Fund is insufficient to cover any costs to the Department or any sum of money due to the Department, the Franchisee shall be liable for the shortfall and shall pay such to the City upon demand.

Upon the termination or revocation of this Franchise, any amount remaining in the Security Fund shall be repaid to Franchisee without interest.

No action or proceeding or rights under the provisions of this section shall affect any other legal rights, remedies or causes of action belonging to the City.

Responsibility for Injuries or Damage, Indemnification, and Insurance

1. The Franchisee shall be solely responsible for all injuries to persons, including death, and all damage to property arising out of or related to the operation or maintenance of buses or other activities authorized under this Franchise Contract, including but not limited to injuries or damages resulting from the acts or omissions of any of its employees, agents, servants, contractors or subcontractors.

2. The Franchisee shall be solely responsible for the safety and protection of its employees, agents, servants, contractors and subcontractors and for any claim by or on their behalf, whether or not due to the negligence of the Franchisee, its employees, agents, servants, contractors or subcontractors.

3. The Franchisee shall indemnify, defend and hold the City and its officials and employees harmless against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), allegedly arising out of or related to the operation or maintenance of buses or other activities authorized under this Franchise Contract and/or Franchisee's failure to comply with the law or any of the requirements set forth herein. Insofar as the facts and law relating to any of the foregoing would preclude the City or its officials and employees from being completely indemnified by the Franchisee, the City and its officials and employees shall be partially indemnified by the Franchisee to the fullest extent permitted by law.

4. The Franchisee shall procure and continuously maintain insurance throughout the term of this Franchise Contract of the following types and satisfying the requirements set forth below and in paragraph 5 herein.

- a. Commercial General Liability Insurance: \$5 million combined single limit per occurrence for bodily injury and property damage. Coverage shall be at least as broad as that provided by Insurance Services Office ("ISO") Form CG 0001, and shall contain no exclusion for sexual molestation or any other exclusion that the City does not approve in writing. There shall be no deductible or self-insured retention above \$25,000 unless approved in writing by the City. The City, together with its officials and employees, shall be named an Additional Insured with coverage at least as broad as set forth in ISO Form CG 2026.
- b. Comprehensive Business Automobile Liability Insurance: \$5 million combined single limit per occurrence for liability arising out of any owned, non-owned, leased and hired vehicles used in connection with this Franchise Contract. Coverage shall be at least as broad as ISO Form CA 0001, and shall contain no exclusion for sexual molestation or any other exclusion that the City does not approve in writing. There shall be no deductible or self-insured retention above \$25,000 unless approved in writing by the City. The City, together with its officials and employees, shall be named an Additional Insured.
- c. Workers' Compensation Insurance, Employer's Liability, Disability Benefits and Unemployment Insurance: The Franchisee shall maintain and ensure that each of its subcontractors maintain Workers' Compensation Insurance, Employer's Liability, Disability Benefits and Unemployment Insurance in accordance with the laws of the State of New York.

5. With regard to all insurance required herein:

- a. The Franchisee shall ensure that all policies are procured from companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-7 or a Standard and Poor's rating of at least A unless prior written approval is obtained from the New York City Law Department.

- b. The Franchisee shall be solely responsible for the payment of all premiums for all required policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy. With regard to the City, all insurance shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.
- c. The Franchisee shall file Certificate(s) of Insurance with Department prior to the effective date of this Franchise Contract in a form acceptable to the Department. Certificate(s) of Insurance shall certify the issuance and effectiveness of the Commercial General Liability, Comprehensive Business Automobile Liability and such other policies as the Department may require, and shall include the specified minimum limits and scope of coverage for the Additional Insured, if applicable. All Certificate(s) of Insurance shall be accompanied by a duly executed "Certification by Broker" in a form satisfactory to the Department.
- d. The Franchisee shall not commence services under this Franchise Contract unless and until all required certificates provided in accordance with this Franchise Contract have been submitted to and accepted by the Department. Acceptance of a certificate does not excuse the Franchisee from securing policies that fully comply with the requirements of this Franchise Contract or of any liability arising from its failure to do so.
- e. The Franchisee shall submit Certificates of Insurance confirming renewals of insurance to Department prior to the expiration date of coverage of policies required under this Franchise Contract. Such Certificates of Insurance shall comply with the requirements herein.
- f. The Franchisee shall provide the City with a copy of any Certificate of Insurance or any binder and/or policy required under this Franchise Contract upon the demand by Department or the New York City Law Department.
- g. The Franchisee shall ensure that all policies prohibit cancellation, termination, modification or change unless the Insurance Company provides least thirty (30) days' prior written notice to the Named Insured and the Commissioner of the Department and to the Comptroller's Office, attn: Office of Contract Administration, Municipal Building, Room 835, New York, New York 10007 (except that cancellation for non-payment of premium may be made on ten (10) days written notice).

6. The Franchisee shall notify in writing all of its Commercial General Liability and Comprehensive Business Automobile Liability insurance carriers of any loss, damage, injury, or accident, and any claim or suit arising out of or related to the operation or maintenance of buses or other activities authorized under this Franchise Contract (including claims or suits relating to Franchisee's own employees) no later than 20 days after such event. Such notice must expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured

as well as the Named Insured." Such notice shall also contain the following information: the name of the named insured, the policy number, the date of the occurrence, the location (street address and borough) of the occurrence, and the identity of the persons or things injured, damaged or lost. The Franchisee shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

7. The Franchisee's failure to satisfy any of the requirements of paragraphs 3 through 6 herein shall constitute a material breach of this Franchise Contract allowing the Commissioner to suspend or terminate this Franchise Contract. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

8. The Franchisee's procurement or maintenance of insurance coverage shall not relieve the Franchisee of any liability under this Franchise Contract, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Franchise Contract or the law.

Compliance with All Laws

The Franchisee shall comply with all applicable federal, state, and local laws, regulations and policies whatsoever, including but not limited to those relating to employment and investigation and those relating to accessibility for persons with disabilities.

The Franchisee shall obtain all necessary authorizations, licenses, and/or permits from and comply with all applicable provisions of the New York State Vehicle and Traffic Law, and all applicable rules of the New York State Department of Motor Vehicles, the New York State Department of Transportation and any other governmental body having jurisdiction over its bus operations.

Offices of the Franchisee

The Franchisee shall maintain an office in the City of New York.

Books, Records and Reports

The Franchisee shall maintain complete and accurate books of account and records in compliance with any and all specific requirements for recordkeeping as shall be established by the Department. Such books and records shall be made available on demand to the City for inspection, including but not limited to vehicle and equipment records and employee records.

EXHIBIT C MAP OF BUS ROUTES



**EXHIBIT D
PROPOSAL COVER SHEET**

RFP TITLE: _____

SOLICITATION NUMBER: _____

Proposer:

Name: _____

Address: _____

Employer Identification # (EIN): _____

Proposer's Contact Person:

Name: _____

Title: _____

Telephone #: _____

Fax

#: _____

Email: _____

I hereby certify that I have reviewed the attached Proposal and that the information presented therein is accurate and complete as of this date.

(Check if applicable: I certify that the proposal is printed on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in the RFP.)

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date:

SUBSCRIBED AND SWORN BEFORE ME, THIS ____ DAY OF

_____, 2010

NOTARY PUBLIC

A separate cover sheet must be completed and submitted for each firm that is a party to the proposal.

EXHIBIT E
PROPOSER’S AFFIRMATION AND DECLARATION

PROPOSER’S NAME: _____

THE ABOVE NAMED PROPOSER AFFIRMS, DECLARES, AND CERTIFIES:

1. THAT SUCH PROPOSER IS THE ONLY ONE INTERESTED IN THIS PROPOSAL; THAT ANY PERSON SIGNING ON BEHALF OF SUCH PROPOSER IS OF LAWFUL AGE; AND THAT NO PERSON, FIRM OR CORPORATION OTHER THAN HEREIN ABOVE NAMED HAS ANY INTEREST IN THIS PROPOSAL, OR IN THE LICENSE PROPOSED TO BE TAKEN.

2. BY SUBMISSION OF THIS PROPOSAL, EACH PROPOSER AND EACH PERSON SIGNING ON BEHALF OF ANY PROPOSER CERTIFIES, AND IN THE CASE OF A JOINT PROPOSAL EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THEIR BEST KNOWLEDGE AND BELIEF:

(A) THE TERMS OF THIS PROPOSAL HAVE BEEN ARRIVED AT INDEPENDENTLY WITHOUT COLLUSION, CONSULTATION, COMMUNICATION OR AGREEMENT FOR THE PURPOSE OF RESTRICTING COMPETITION, AS TO ANY MATTER RELATING TO SUCH TERMS WITH ANY OTHER PROPOSER OR WITH ANY COMPETITOR;

(B) UNLESS OTHERWISE REQUIRED BY LAW, THE TERMS THAT HAVE BEEN QUOTED IN THIS PROPOSAL HAVE NOT BEEN KNOWINGLY DISCLOSED BY THE PROPOSER, AND WILL NOT BE KNOWINGLY DISCLOSED BY THE PROPOSER PRIOR TO THE OPENING, DIRECTLY OR INDIRECTLY, TO ANY OTHER PROPOSER OR TO ANY COMPETITOR; AND

(C) NO ATTEMPT HAS BEEN MADE OR WILL BE MADE BY THE PROPOSER TO INTRODUCE ANY OTHER PERSON, PARTNERSHIP, OR CORPORATION TO SUBMIT OR NOT TO SUBMIT A PROPOSAL FOR THE PURPOSE OF RESTRICTING COMPETITION.

3. THAT NO COUNCIL MEMBER OR OTHER OFFICER, EMPLOYEE OR PERSON WHOSE SALARY IS PAYABLE IN WHOLE OR IN PART FROM THE CITY TREASURY IS DIRECTLY OR INDIRECTLY INTERESTED IN THIS PROPOSAL, TO THE AGREEMENT TO WHICH IT IS RELATED OR IN ANY PROFITS THEREOF.

4. THAT SAID PROPOSER IS NOT IN ARREARS TO THE CITY OF NEW YORK UPON ANY DEBT OR CONTRACT, AND IS NOT A DEFAULTER, AS SURETY OR OTHERWISE, UPON ANY OBLIGATION TO THE CITY OF NEW YORK, AND HAS NOT BEEN DECLARED NOT RESPONSIBLE, NOR DISQUALIFIED BY ANY AGENCY OF THE CITY OF NEW YORK OR THE STATE OF NEW YORK, NOR IS THERE ANY PROCEEDING PENDING RELATING TO THE RESPONSIBILITY OR QUALIFICATION OF THE PROPOSER TO RECEIVE PUBLIC CONTRACTS, EXCEPT AS IS INDICATED IN AN ATTACHMENT HERETO.

5. THAT SAID PROPOSER HAS VISITED AND EXAMINED THE SITE, OR HAD AN OPPORTUNITY TO VISIT THE SITE.

6. THAT SAID PROPOSER WILL PAY TO EACH EMPLOYEE NOT LESS THAN THE MINIMUM WAGES FIXED BY APPLICABLE LAW.

7. THAT SAID PROPOSER HAS NOT REFUSED TO TESTIFY BEFORE A GRAND JURY CONCERNING ANY TRANSACTION WITH THE STATE OR ANY POLITICAL SUBDIVISION.

PROPOSER: _____

SIGNATURE OF PARTNER OR CORPORATE OFFICER

ATTEST:
(CORPORATE SEAL)

SECRETARY OF CORPORATE PROPOSER

EXHIBIT F
MacBRIDE PRINCIPLES PROVISIONS
FOR NEW YORK CITY CONTRACTORS

ARTICLE I MacBRIDE PRINCIPLES

NOTICE TO ALL PROSPECTIVE CONTRACTORS

Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 to the Administrative Code of the City of New York. The local law provides for certain restrictions on City Contracts to express the opposition of the people of the City of New York to employment discrimination practices in Northern Ireland and to encourage companies doing business in Northern Ireland to promote freedom of work place opportunity.

Pursuant to Section 6-115.1, prospective contractors for Contracts to provide goods or services involving an expenditure of an amount greater than ten thousand dollars (\$10,000), or for construction involving an amount greater than fifteen thousand dollars (\$15,000), are asked to sign a rider in which they covenant and represent, as a material condition of their Contract, that any business in Northern Ireland operations conducted by the Contractor that holds a ten (10%) percent or greater ownership interest and any individual or legal entity that holds a ten (10%) percent or greater ownership interest in the Contractor will be conducted in accordance with the MacBride Principles of non-discrimination in employment.

Prospective Contractors are not required to agree to these conditions. However, in the case of contracts let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a Contract to supply goods, services or construction of comparable quality, the contracting entity shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable law and rules, that it is in the best interest of the City that the Contract be awarded to other than the lowest responsible bidder pursuant to Section 313(b)(2) of the City Charter.

In the case of Contracts let by other than competitive sealed bidding, if a prospective Contractor does not agree to these conditions, no agency, elected official or the Council shall award the contract to that bidder unless the entity seeking to use the goods, services or construction certifies in writing that the contract is necessary for the entity to perform its function and there is no other responsible Contractor who will supply goods, services or construction of comparable quality at a comparable price.

PART A

In accordance with Section 6-115.1 of the Administrative Code of the City of New York, the Contractor stipulates that such Contractor and any individual or legal entity in which the Contractor holds ten percent (10%) or greater ownership interest and any

individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor either: **(a)** have no business operations in Northern Ireland, or **(b)** shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of this compliance with such principles.

PART B

For purposes of this section, the following terms shall have the following meanings:

- A.** “*MacBride Principles*” shall mean those principles relating to non-discrimination in employment and freedom of work place opportunity which requires employers doing business in Northern Ireland to:
- 1.** Increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
 - 2.** Take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the work place and while traveling to and from work;
 - 3.** Ban provocative religious or political emblems from the work place;
 - 4.** Publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
 - 5.** Establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
 - 6.** Abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
 - 7.** Develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from the underrepresented religious groups;
 - 8.** Establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
 - 9.** Appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

ARTICLE II ENFORCEMENT OF ARTICLE I

The Contractor agrees that the covenants and representations in Article I above are material conditions to this Contract. In the event the contracting entity receives information that the Contractor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give the Contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare the Contractor in default and/or terminate this Contract for cause and procure the supplies, services or work from another source in any manner the entity deems proper. In the event of such termination, the Contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the Contract price for the uncompleted portion of this Contract and the cost to the contracting entity of completing performance of this Contract either itself or by engaging another Contractor or Contractors. In the case of a requirements contract, the Contractor shall be liable for such difference in price for the entire amount of supplies required by the contracting entity for the uncompleted term of the Contract. In the case of a construction contract, the contracting entity shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of the Contract, and/or may seek debarment or suspension of the Contractor. The rights and remedies of the entity hereunder shall be in addition to, and not in lieu of, any rights or remedies the entity has pursuant to this Contract or by operation of Law.

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____



The City of New York
 Mayor's Office of Contract Services
 Doing Business Accountability Project

EXHIBIT G

**Doing Business
 Data Form**

To be completed by the City Agency prior to distribution			
Agency: _____		Transaction ID: _____	
Check One:	Transaction Type (check one):		
<input type="checkbox"/> Proposal	<input type="checkbox"/> Concession	<input type="checkbox"/> Contract	<input type="checkbox"/> Economic Development Agreement
<input type="checkbox"/> Award	<input type="checkbox"/> Franchise	<input type="checkbox"/> Grant	<input type="checkbox"/> Pension Investment Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's VENDEX requirements.**

Please return the completed Data Form to the City Agency that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@cityhall.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

<p>Entity Filing Status (select one):</p> <p><input type="checkbox"/> Entity has never completed a Doing Business Data Form. <i>Fill out the entire form.</i></p> <p><input type="checkbox"/> Change from previous Data Form dated _____. <i>Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.</i></p> <p><input type="checkbox"/> No Change from previous Data Form dated _____. <i>Skip to the bottom of the last page.</i></p>

Entity is a Non-Profit: Yes No

Entity Type: Corporation (any type) Joint Venture LLC Partnership (any type)
 Sole Proprietor Other (specify): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.

Section 2: Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

 This person replaced former CEO: _____ on date: _____**Chief Financial Officer (CFO) or equivalent officer** This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

 This person replaced former CFO: _____ on date: _____**Chief Operating Officer (COO) or equivalent officer** This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

 This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do **not** need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit
- There are no individual owners
- No individual owner holds 10% or more shares in the entity
- Other (explain): _____

Principal Owners (who own or control 10% or more of the entity):

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. **At least one senior manager must be listed, or the Data Form will be considered incomplete.** If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

I certify that the information submitted on these four pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Return the completed Data Form to the agency that supplied it.



DOING BUSINESS ACCOUNTABILITY PROJECT
QUESTIONS AND ANSWERS ABOUT THE DOING BUSINESS DATA FORM

What is the purpose of this *Data Form*?

To collect accurate, up-to-date identification information about entities that have business dealings with the City of New York in order to comply with Local Law 34 of 2007 (LL 34), the recently passed campaign finance reform law. LL 34 limits municipal campaign contributions from principal officers, owners and senior managers of these entities and mandates the creation of a *Doing Business Database* to allow the City to enforce the law. The information requested in this *Data Form* must be provided, regardless of whether the entity or the people associated with it make or intend to make campaign contributions. No sensitive personal information collected will be disclosed to the public.

Why have I received this *Data Form*?

The contract, franchise, concession, grant or economic development agreement you are proposing on, applying for or have already been awarded is considered a business dealing with the City under LL 34. No proposal or application will be considered and no award will be made unless this *Data Form* is completed. Most transactions valued at more than \$5,000 are considered business dealings and require completion of the *Data Form*. Exceptions include transactions awarded on an emergency basis or by publicly advertised, non-pre-qualified competitive sealed bid. Other types of transactions that are considered business dealings include real property and land use actions with the City.

What entities will be included in the *Doing Business Database*?

Entities that hold \$100,000 or more in grants, contracts for goods or services, franchises or concessions (\$500,000 or more for construction contracts), along with entities that hold any economic development agreements or pension fund investment contracts, are considered to be doing business with the City for the purposes of LL 34 and will be included in the *Doing Business Database*. Because all of the business that an entity does or proposes to do with the City will be added together, the *Data Form* must be completed for all covered transactions even if an entity does not currently do enough business with the City to be listed in the *Database*.

What individuals will be included in the *Doing Business Database*?

The principal officers, owners and certain senior managers of entities listed in the *Doing Business Database* are themselves considered to be doing business with the City and will also be included in the *Database*.

- **Principal Officers** are the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and Chief Operating Officer (COO), or their functional equivalents. See the *Data Form* for examples of titles that apply.
- **Principal Owners** are individuals who own or control 10% or more of the entity. This includes stockholders, partners and anyone else with an ownership or controlling interest in the entity.
- **Senior Managers** include anyone who, either by job title or actual duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any contract, concession, franchise, grant or economic development agreement with the City. At least one Senior Manager must be listed or the *Data Form* will be considered incomplete.

I provided some of this information on the VENDEX Questionnaire; do I have to provide it again?

Although the *Doing Business Data Form* and the VENDEX Questionnaire request some of the same information, they serve entirely different purposes. In addition, the *Data Form* requests information concerning senior managers, which is not part of the VENDEX Questionnaire.

My organization is proposing on a contract with another firm as a Joint Venture that does not exist yet; how should the *Data Form* be completed?

A joint venture that does not yet exist must submit *Data Forms* from each of its component firms. If the joint venture receives the award, it must then complete a form in the name of the joint venture.



Will the information on this *Data Form* be available to the public?

The names and titles of the officers, owners and senior managers reported on the *Data Form* will be made available to the public, as will information about the entity itself. However, personal identifying information, such as home address, home phone and date of birth, will not be disclosed to the public, and home address and phone number information will not be used for communication purposes.

No one in my organization plans to contribute to a candidate; do I have to fill out this *Data Form*?

Yes. All entities are required to return this *Data Form* with complete and accurate information, regardless of the history or intention of the entity or its officers, owners or senior managers to make campaign contributions. The *Doing Business Database* must be complete so that the Campaign Finance Board can verify whether future contributions are in compliance with the law.

I have already completed a *Doing Business Data Form*; do I have to submit another one?

Yes. An entity is required to submit a *Doing Business Data Form* each time it proposes on or enters a transaction considered business dealings with the City. However, the *Data Form* has both a No Change option, which only requires an entity to report its EIN and sign the last page, and a Change option, which allows an entity to only fill in applicable information that has changed since the previous completion of the *Data Form*. No entity should have to fill out the entire *Data Form* more than once.

How does a person remove him/herself from the *Doing Business Database*?

Any person who believes that s/he should not be listed may apply for removal from the *Database* by submitting a Request for Removal. Reasons that a person would be removed include his/her no longer being the principal officer, owner or senior manager of the entity, or the entity no longer being in business. Entities may also update their database information by submitting an update form. Both of these forms are available online at www.nyc.gov/mocs (once there, click MOCS Programs) or by calling 212-788-8104.

How long will an entity and its officers, owners and senior managers remain listed on the *Doing Business Database*?

- **Contract, Concession and Economic Development Agreement holders:** generally for the term of the transaction, plus one year.
- **Franchise and Grant holders:** from the commencement or renewal of the transaction, plus one year.
- **Pension investment contracts:** from the time of presentation on an investment opportunity or the submission of a proposal, whichever is earlier, until the end of the contract, plus one year.
- **Line item and discretionary appropriations:** from the date of budget adoption until the end of the contract, plus one year.
- **Contract proposers:** for one year from the proposal date or date of public advertisement of the solicitation, whichever is later.
- **Franchise and Concession proposers:** for one year from the proposal submission date.

For information on other transaction types, contact the Doing Business Accountability Project.

What are the new campaign contribution limits for people doing business with the City?

Contributions to City Council candidates are limited to \$250 per election cycle; \$320 to Borough President candidates; and \$400 to candidates for citywide office. Please contact the NYC Campaign Finance Board for more information at www.nycffb.info, or 212-306-7100.

The *Data Form* is to be returned to the contracting agency.

If you have any questions about the *Data Form* please contact the Doing Business Accountability Project at 212-788-8104 or DoingBusiness@cityhall.nyc.gov.

**EXHIBIT H
ACKNOWLEDGMENT OF ADDENDA**

REQUEST FOR PROPOSALS

**FRANCHISE FOR UNSUBSIDIZED LOCAL BUS SERVICE ALONG
DESIGNATED ROUTES BETWEEN WILLIAMSBURG AND BOROUGH
PARK IN THE BOROUGH OF BROOKLYN**

SOLICITATION NUMBER: 84109BKAD415

DIRECTIONS: COMPLETE PART I OR PART II, WHICHEVER IS APPLICABLE

PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH
ADDENDUM/CLARIFICATION RECEIVED IN CONNECTION WITH THIS RFP

TECHNICAL CLARIFICATION # 1, DATED _____, 2010
TECHNICAL CLARIFICATION # 2, DATED _____, 2010
TECHNICAL CLARIFICATION # 3, DATED _____, 2010
TECHNICAL CLARIFICATION # 4, DATED _____, 2010
TECHNICAL CLARIFICATION # 5, DATED _____, 2010
TECHNICAL CLARIFICATION # 6, DATED _____, 2010

PART II. NO TECHNICAL CLARIFICATION WAS RECEIVED IN CONNECTION WITH THIS
RFP
DATED _____, 2010

PROPOSER (FIRM NAME): _____

PROPOSER (SIGNATURE): _____

**EXHIBIT I
PROPOSAL PACKAGE CHECKLIST**

1. **Proposal Cover Sheet** (Exhibit D)
2. **Experience Statement**
3. **Financial Statements**
4. **Client References**
5. **Service Proposal**
6. **Compensation Proposal**
7. **Required City Documents**
 - VENDEX Questionnaire(s)
 - Proposer's Affirmation and Declaration (Exhibit E)
 - MacBride Principles (Exhibit F)
 - Doing Business Data Form (Exhibit G)
8. **Acknowledgment of Addenda** (Exhibit H)

EXHIBIT J INVESTIGATION CLAUSE

1. The parties to this agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry relative to this agreement conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to this agreement or when it is the subject of the investigation, audit or inquiry.

2. A hearing shall be convened in accordance with section 3 below if:

(a) any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding, refuses to testify concerning the award of, or performance under, this agreement, before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath; or

(b) any person refuses to testify concerning the award of, or performance under, this agreement, for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony.

3. (a) The commissioner or agency head whose agency is a party in interest to this agreement shall convene a hearing, upon not less than five (5) days' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

(b) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend this agreement pending the final determination pursuant to section 5 below without the City incurring any penalty or damages for delay or otherwise.

4. The penalties that may attach after a final determination by the commissioner or agency head may include but shall not exceed:

(a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination of any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(b) The cancellation or termination of this City agreement, that the refusal to testify concerns and providing that it has not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated

institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

5. The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information that may be relevant and appropriate.

(a) The parties' good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has significant interest in an entity subject to penalties under section 4 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in section 3(a) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

6. (a) The term "license" or "permit" as used herein shall be defined as a license, permit, revocable consent, franchise or concession not granted as a matter of right.

(b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal, or employee.

(c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.