

**REQUEST FOR PROPOSALS  
#112515**

**Solicitation of the contract provider for the Concord  
Kannapolis Area Transit (Rider) Fixed Route and ADA  
Paratransit Services**



**City of Concord, North Carolina**

**NOVEMBER 25<sup>TH</sup>, 2015**

**PROPOSALS DUE: December 24<sup>TH</sup>, 2015**

**RIDER TRANSIT CENTER  
3600 SOUTH RIDGE AVENUE  
CONCORD, NC 28025**

# ***REQUEST FOR PROPOSALS***

## **Solicitation of the Contract Provider for Concord Kannapolis Transit System**

November 25<sup>th</sup>, 2015

Dear Service Provider:

The City of Concord, located in the State of North Carolina, is now accepting proposals for the Operation of Fixed Route Bus Services & Complimentary ADA Paratransit Services in the Concord / Kannapolis Urbanized Area. The requirements for submitting a proposal are stated in the attached Request for Proposals ("RFP"). Please review them carefully.

A pre-proposal conference for the purpose of reviewing the RFP and answering questions regarding the solicitation will be held on **December 9<sup>th</sup> at 2:00 PM**, in the Rider Transit Center located at 3600 South Ridge Avenue, Concord, NC 28025. Please bring a copy of the RFP with you at that time. All Service Providers must return a completed RFP Acknowledgement Form (see Section 10, Form One). Interviews may be requested by the Evaluation Committee from Service Providers, and if necessary, are scheduled for Friday, January 15<sup>th</sup>, 2016.

All proposals are due to the Rider Transit Center, 3600 South Ridge Avenue, Concord, NC 28025, no later than **December 24<sup>th</sup>, 2015 at 5:00 PM**. One (1) original and six (6) copies of your proposal responses should be submitted in a sealed box or opaque envelope plainly marked with the service description, and one (1) original copy and six (6) copies of the cost proposal must be submitted in a separate and sealed envelope as follows:

### **Request for Proposals**

**Attention: L.J. Weslowski**

**Name of Company Submitting Proposal**

**Solicitation of the Contract Provider for Concord Kannapolis Area Transit (Rider)**

All questions regarding this RFP should be directed to L.J. Weslowski, Transit Manager, via email at [weslowlj@concordnc.gov](mailto:weslowlj@concordnc.gov) or via fax at 704.920.6900. The City of Concord is an equal opportunity purchaser.

Sincerely,

Brian Hiatt, City Manager  
City of Concord

# 1. INTRODUCTION

The City of Concord (“City”) is seeking a qualified Service Provider to operate, with its own employees, local bus fixed route and ADA paratransit services (the “Services”) throughout the Concord Kannapolis Area (the “Area”). The City will provide the Service Provider with a sufficient fleet of vehicles for the service level as noted in Section 5.D. The Service Provider will be responsible for identifying and establishing an operations and maintenance facility within 10 miles of the Rider Transit Center located at 3600 South Ridge Avenue, Concord, NC 28025. The City will not be responsible or liable for any costs to the Service Provider if these services do not begin by July 1<sup>st</sup>, 2016.

The transit services to be provided include Fixed Route and complimentary ADA paratransit operations within the Area. Rider Transit City staff consists of the Transit Manager, Transit Planner & Technology Coordinator, and two (2) Customer Service Specialists, all of whom work at the Rider Transit Center. Service currently runs seven (7) Fixed routes in Concord and Kannapolis Monday-Friday, 5:30am to 8:30pm, and Saturdays & Sundays from 8:30am to 8:30pm. Total Fixed Route ridership in 2014 was just over 487,000 passenger trips. Total Fixed Route mileage (including deadhead mileage) is approximately 650,000 miles annually. ADA Paratransit is currently provided in partnership with Cabarrus County Transportation Services (CCTS), and current ridership is averaging 482 passenger trips per month over. The ADA Paratransit service operations will be transitioning from CCTS to the Service Provider effective the start of this contract, 7/1/2016. The current Fixed Route Service Provider is First Transit; their Operations & Maintenance facility is located at 2030 Wilshire Court SW, Concord.

The selected Service Provider shall provide the personnel, maintenance, materials, supplies, training, and superintendence necessary for safe, courteous, and reliable transportation of passengers. ***\*\*Please note that the current Fixed Route Operators are members of SMART Union Local 1596.*** The Service Provider will be solely responsible for maintenance of the City-provided fleet of ten (10) heavy-duty buses (8 are hybrid), two (2) Light Transit Vehicles (LTVs) plus the soon to be added ADA Paratransit vehicle fleet (4 LTVs), bus stop amenities, equipment, and a facility suitable for the provision of Services. Passengers will pay the Service Provider with cash or by showing valid and approved passes/tickets/transfers on each trip. The Service Provider will return all revenue collected to the City on a daily basis.

## 1.1. Background

The Cities of Concord and Kannapolis have entered into a joint inter-local agreement to establish a centrally governed and managed system of fixed route public transportation services for the Area formally known as Concord Kannapolis Area Transit, known locally as Rider. Rider has been in operation since April 2004. The City of Concord will be responsible for contracting with the Service Provider to meet the current and future transit needs of the Area.

At the highest level, those needs are classified as follows:

- a. Provide **safe, customer service focused, efficient** service to passengers who desire to use the Service;
- b. Provide organizational integration and effectiveness;
- c. Promote a partnership between the participating municipalities and the Service Provider; and
- d. Collect data to report on trends for transportation issues.

1.2. **Purpose of Solicitation**

In issuing this RFP, the City is seeking to contract with the best Service Provider to provide a safe, easy to use, reliable, efficient, and cost effective public transit solution both for the City and the passengers that use the services.

1.3. **General Description of Tasks**

Work associated with this RFP shall include but not be limited to the following tasks:

- 1.3.1. The Service Provider shall be responsible for all preparations necessary to continue operation of the services already in place including identification of an operations and maintenance facility within 10 miles of the Rider Transit Center. The Service Provider shall have complete responsibility for identifying and securing the facility at a site approved by the City prior to the execution of any purchase or lease agreement by the Service Provider. All personnel shall be drug tested in accordance with all state and federal laws, hired and trained, provided with documented policies procedures. The Service Provider is tasked with development of an effective Customer Service program, aggressive and effective Safety program, facilities and equipment prepared, knowledge of routes, schedules and operating area fine-tuned, driver runs cut, and all other activities required for Service Provider start-up, and shall be established prior to start-up. The Service Provider will be required to submit a detailed Start-Up Plan and be approved by the City prior to the execution of a contract. An outline of the Start-Up Plan **must** be submitted as part of their proposal.
- 1.3.2. The Service Provider shall coordinate, manage, and control all necessary service activities, which shall include, but not be limited to:
  - a. Operating all Fixed Route and Complimentary ADA Paratransit Services to the levels and standards required as described throughout

this RFP as well as any additional service added to the contract by the City;

- b. Providing drivers and maintenance, supervisory, and administrative personnel;
- c. Establishing all employment policies relative to Service Provider's personnel;
- d. Developing driver training and testing programs;
- e. Developing administrative, customer service, ADA, safety and security procedures, performance statistics, and financial records;
- f. Developing methods to maximize service efficiency and reliability;
- g. Performing all activities associated with the maintenance of equipment required for the operation of the system. This shall include maintenance of City buses, LTVs and other vehicles, as well as any other equipment provided by City (see Appendix A).
- h. Performing or assisting City staff in carrying out operational planning, Fixed Route and ADA Paratransit scheduling, blocking, run-cutting and other related functions, such as identifying running time and/or loading problems and recommending specific schedule and other adjustments to correct problems;
- i. Executing data collection and gathering services as requested by the City;
- j. Implementing all Federally required programs such as Federal Transit Administration (FTA) Drug and Alcohol Testing and compliance with the Americans with Disabilities Act (ADA);
- k. Responsibility for opening and closing of Rider Transit Center grounds and providing supervisory staff onsite during all hours of revenue service operation to assist customers and address any safety and/or security issues that may arise;
- l. Providing required insurance; and
- m. Maintaining financial security and integrity for the collection of fares and transfer of fares collected to the City. All fare collection and transfer must comply with FTA and city accounting methods.

#### 1.4. Interpretations and Addenda

**No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Service Provider with the exception of questions posed at the pre-proposal conference.** The questions asked at the pre-proposal conference and answers provided will be sent to all Service Providers that have indicated that they will be submitting an RFP response package. Otherwise, Service Providers must request such interpretations or clarification in writing from the City. Requests for information or clarification of this RFP must be made in writing and addressed L.J. Weslowski at the fax, or e-mail address listed below. Questions should reference the RFP page and section number.

L.J. Weslowski  
Transit Manager  
Rider Transit Center  
3600 South Ridge Avenue  
Concord, NC 28025  
Fax: 704.920.6900  
E-mail: [Weslowlj@concordnc.gov](mailto:Weslowlj@concordnc.gov)

When responding to Service Provider questions, the City will provide the answer or information in writing or electronic format to all prospective Service Providers that have indicated that they will be submitting an RFP response package. Please submit your questions by **12:00 p.m. December 7<sup>th</sup>, 2015**. These questions or clarification requests will be discussed in the Pre-Proposal conference at 2:00pm on December 9<sup>th</sup>, 2015. Additional questions will be taken at the Pre-Proposal conference. Discussions in that meeting are not binding; the City will issue written responses to all questions, copying all firms who have indicated they are interested in submitting proposals, and issuing addenda as necessary. **The City, while not required, strongly encourages all prospective bidders to attend the Pre-Proposal conference.**

Any written responses issued by the City to questions and requests for information will be provided to all potential Service Providers. Any and all such interpretations and supplemental instructions will be made in the form of written addenda which will be sent to all firms who indicated that they plan to submit a bid for this RFP package. The City reserves the right to disqualify any firm that contacts a City, Transit, or MPO official, employee, or agent concerning this RFP other than in accordance with this section. Nothing in this section shall prohibit the City from conducting discussions and negotiations with Service Providers after the proposal opening.

## 2. GENERAL INFORMATION.

Section 2.0 contains information, which shall govern the general terms and conditions of this RFP and any subsequent proposal submissions.

### 2.1. Definitions

As used in this RFP, the following terms shall have the meanings set forth below:

*Agreement:* Refers to the Contract executed between the Service Provider and the City.

*Billable Time:* Billable Time is the time the vehicle is in service carrying passengers (revenue time). Time between separate pieces of revenue work and the time it takes to go to and come from the point or points where vehicles are garaged or parked to the point or points where the vehicle goes into and out of service (deadhead time), are on break/lunch, or are out of service due to mechanical failure **are not** billable. In most instances, this means that billable hours will be the “first stop to the last stop” on City-approved pieces of work.

*City:* Refers to the City of Concord, North Carolina, a municipal corporation established in accordance with the laws of the State of North Carolina.

*Contract Administrator:* Refers to the Rider Transit Manager or assigned designee, which will administer and manage the Contract for the City.

*Effective Date:* The date on which the City executes the Contract arising from this procurement effort.

*Emergency Plan:* Detailed plan of action that the Service Provider has submitted to the City for approval including how traffic accidents involving buses, traffic delays, and extreme weather will be addressed by the Service Provider.

*Evaluation*

*Committee:* Refers to the team composed of City staff and/or a consultant that will evaluate the proposals and make a recommendation to the Concord Kannapolis Transit Commission and Concord City Council.

*Passengers:* Refers to patrons of the Services offered.

*Proposal:* Refers to a properly signed and guaranteed written offer of the Service Provider to perform the Services and to furnish the labor, materials and equipment at the unit cost quoted on **Required Form Six**, Section 10.

*Road Calls:* Refers to calls for help to the Service Provider dispatcher for a broken down bus or any other problem that would prevent the timely execution of the Services.

*Revenue Vehicle*

*Hour (Fixed Route):* Refers to billable time – the published schedule time the vehicle is in service and available to carry passengers (revenue time). Those time are 5:30am – 8:30pm Monday-Friday, and 8:30am to 8:30pm Saturday and Sunday for the current 7 routes (105 hours/day weekdays and 84 hours/day on weekend days). There is no peak/off peak service differential. Fixed Route Vehicle Revenue Service Hours shall specifically exclude deadhead hours, including time for travel to and from storage facilities, downtime for road calls, time between specific pieces of work, road tests, fueling, vehicle inspections, driver training, driver lunches and breaks, and missed trips, which are not billable.

*Revenue Vehicle*

*Hour (ADA):* Refers to billable time (see hours of service above) - the time from when a vehicle makes its first pick up through the time of its last drop off, less any time during the day when the vehicle is not required for service due to a drop off in demand. ADA Paratransit Vehicle Revenue Service Hours shall specifically exclude deadhead hours, including time for travel to and from storage facilities, downtime for road calls, time between specific pieces of work, road tests, fueling, vehicle inspections, driver training, driver lunches and breaks, and missed trips, which are not billable.

*Service Provider:* Refers to a Company that has been selected by the City to provide the Services as described in this RFP or that has submitted a Proposal in response to this RFP for review by the City.

*Services:* Refers to services or any work that is required to be performed by the Service Provider according to the terms and conditions as set forth in this RFP for Solicitation of the Contract Provider for Bus Services in the Concord Kannapolis Area.

*Service Start Date:* Refers to the date on which Services to be provided under the Contract begin. This date is expected to be July 1, 2016.

The City will not be responsible or liable for any costs to the Service Provider if service does not begin on that date.

2.2. **City Point of Contact**

The Rider Transit Manager will be the one Point of Contact for the final Contract, who will represent the City's best interests. The Transit Manager will facilitate the flow of information, as needed between the Service Provider and various City departments, and act as the Project Manager. The Transit Manager may invoke liquidated damages as described in Section 9.7 after any failure of the Service Provider to meet the specifications of this RFP, as incorporated into the final contract.

2.3. **Accuracy of RFP and Related Documents**

The City assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. In addition, the City will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the City other than those given in writing by the City through the issuance of addenda. In no event may a Service Provider rely on any oral statement by the City or its agents, advisors or consultants.

Should a Service Provider find discrepancies or omissions in this RFP or any other documents provided by the City, the Service Provider should immediately notify the City of such potential discrepancy in writing, and a written addendum will be emailed or delivered to each prospective Service Provider if the City determines clarification to be necessary. Each Service Provider requesting an interpretation will be responsible for delivering such requests to the City's designated representatives in writing.

2.4. **City Rights and Options**

The City, at its sole discretion, reserves the following rights:

- 2.4.1. To supplement, amend, substitute or otherwise modify this RFP at any time;
- 2.4.2. To cancel this RFP with or without the substitution of another RFP;
- 2.4.3. To issue additional requests for information;
- 2.4.4. To conduct investigations with respect to the qualifications and experience of each Service Provider;
- 2.4.5. To waive any minor defect or technicality in any Proposal received; and
- 2.4.6. To reject any or all Proposals.

## 2.5. **Expense of Submittal Preparation**

The City accepts no liability for the costs and expenses incurred by the Service Providers in responding to this RFP, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Service Provider that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the City for the costs and expenses associated with the procurement. All documents and materials submitted as part of this RFP are property of the City and are not subject to return.

## 2.6. **Proposal Conditions**

The following terms are applicable to this RFP and your organization's Proposal.

### 2.6.1. RFP Not An Offer.

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the City unless the City and your organization execute a written Contract. No recommendations or conclusions from this RFP process concerning the Service Provider shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

### 2.6.2. General Reservation of Rights.

The City reserves the right, in its sole discretion, to reject any or all Proposals in response to this RFP, to waive any minor irregularities or informalities in a Proposal, and to enter into any agreement deemed by the City to be in the best interest of the City. The City reserves the right to discuss and negotiate with selected Service Provider any terms and conditions in the proposals including but not limited to financial terms.

### 2.6.3. City's Right to Terminate Discussions.

The Service Provider's participation in this process might result in the City selecting your organization to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the City to execute a Contract or to continue discussions. The City can terminate discussions at any time and for any reason.

### 2.6.4. Requirement for Representation as to Accuracy and Completeness of Proposal.

Each Service Provider shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: **"The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City,**

**is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.”**

2.6.5. Statutory Requirements.

Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

2.6.6. Reservation of Right to Change Schedule.

The City shall ultimately determine the timing and sequence of events resulting from this RFP.

2.6.7. Reservation of Right to Amend RFP.

The City reserves the right to amend or cancel this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any addenda will be sent to each Service Provider in writing. Service Providers are required to acknowledge their receipt of each amendment by using the Addenda Receipt Confirmation Form set forth in **Section 10, Form Two**.

2.6.8. Additional Evidence of Ability.

A Service Provider shall be prepared to present additional evidence of its experience, qualifications, ability, products, service facilities, and financial standing if requested by the City.

2.6.9. No Collusion or Conflict of Interest.

By responding to this RFP, the Service Provider shall be deemed to have represented and warranted that the proposal is not made in connection with any competing Service Provider submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. Any evidence of collusion or fraud will be investigated and prosecuted by the City to the fullest extent of the law.

2.6.10. Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Service Provider. The City or other authorities reserves the right to negotiate costs and services. All Proposal responses (including all statements, claims, declarations, costs and specifications in the proposals) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Service Provider chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election. Any false or misleading statements found in the Proposal will be grounds for disqualification.

2.6.11. Subcontracting.

The successful Service Provider shall be the prime Service Provider and shall be solely responsible for contractual performance. *While there is not*

*a Disadvantaged Business Enterprise (DBE) goal for this particular project, the use of qualified DBEs is encouraged where possible, and the City requests information on the use of NCDOT/FTA qualified DBEs on this project to ensure accurate reporting to FTA.* In the event of a subcontracting relationship, the Successful Service Provider will assume all responsibility for the performance of the Services that are supplied by the subcontractor, including compliance with the attached FTA clauses and contracting requirements. Additionally, the City must be named as a third party beneficiary in all subcontracts.

2.6.12. Withdrawal for Modification of Proposals.

Service Providers may change or withdraw their Proposals at any time prior to Proposal opening; however, no oral modifications will be allowed. Only emails, letters, or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal, and received by the City prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope, which is plainly marked “**Modifications to Proposal.**”

2.6.13. No Bribery.

In submitting a response to this RFP, each Service Provider certifies that neither it, any of its affiliates or subcontractor, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with this agreement.

2.6.14. Exceptions to RFP.

Other than exceptions that are proposed in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing separately from your Proposal and must specifically reference the relevant section(s) of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail in the separate submission.

2.6.15. Fair Trade Certifications.

By submission of a Proposal, the Service Provider certifies that in connection with this procurement:

- The costs have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such costs with anyone; and

- Unless otherwise required by law, the costs which have been quoted in its Proposal have not been knowingly disclosed by the Service Provider and will not knowingly be disclosed by the Service Provider prior to opening; and
- No attempt has been made or will be made by the Service Provider to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

2.6.16. Compliance with Laws.

In submitting a Proposal, each Service Provider agrees to make itself aware of and comply with all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Services covered by this RFP. Each Service Provider further agrees that it will at all times during the term of the Contract be in compliance with all applicable federal, state and/or local laws or policy regarding employment practices. Such laws will include, but shall not be limited to Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), the Affordable Care Act (ACA), North Carolina Safety Regulation 19A.03D.0800, and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work covered by this RFP.

2.6.16. Clarification of Ambiguities.

Any Service Provider believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify the City in writing of such apparent discrepancy. Notification shall be sent to the City at the address in Section 1.4. Failure to notify the City will constitute a waiver of claim of ambiguity, inconsistency or error.

2.6.17. Service Provider's Obligation to Fully Inform Themselves.

Service Provider's or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Service Providers own risk.

2.6.18. Post-Award Conference.

A post-award conference will be scheduled with the successful Service Provider as soon as practical after the award of the Contract. A Service Provider representative shall attend the conference along with anticipated major subcontractors. A detailed proposed start-up plan and implementation schedule shall be submitted to the City's Transit Manager.

2.6.19. Disclaimer.

Each Service Provider must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City.

### 3. DESCRIPTION OF PROCUREMENT PROCESS.

Section 3 contains information that shall govern the procurement process for this project.

#### 3.1. Schedule and Process

The following chart shows the schedule of events to prepare your organization's Proposal. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

<i>DATE</i>	<i>EVENT</i>
November 25 <sup>th</sup> , 2015	<i>Issuance of RFP.</i> The City issues this RFP.
December 7 <sup>th</sup> , 2015	<i>Submission of Written Questions.</i> Service Providers may submit, via email, to the City written questions for purposes of clarifying this RFP. All questions must be sent to L.J. Weslowski at <a href="mailto:weslowlj@concordnc.gov">weslowlj@concordnc.gov</a> and must include the name of a Service Provider contact person to receive the City's answers. Questions are due by <b>12:00 PM</b> . Questions received after this deadline may be answered at the discretion of Rider staff. Questions will be answered at the Pre-Proposal Conference.
December 9 <sup>th</sup> , 2015	<i>Pre-Proposal Conference.</i> 2 PM, Rider Transit Center, 3600 S. Ridge Avenue, Concord NC 28025
December 24 <sup>th</sup> , 2015	<i>Proposal Submission.</i> Proposals are due by 5:00 PM on Thursday, December 24 <sup>th</sup> , 2015, at the Rider Transit Center as described in the cover letter. All Proposals will be time-stamped upon receipt and held in a secure place until this date.
January 15 <sup>th</sup> , 2015	<i>Interviews &amp; Presentations (if needed)</i>
February-March 2016	<i>Anticipated City Council Award Date.</i>
July 1 <sup>st</sup> , 2016	<i>Service Contract Begins</i>

### 3.2. **Request For Proposals Acknowledgement**

Upon the Service Provider's receipt of this RFP, please acknowledge its receipt via fax or email using the Request for Proposals Acknowledgement Form located in **Section 10, Form One**. Complete the form in its entirety advising the City of your firm's intention to submit or not submit a Proposal and the name, address, telephone number, facsimile number and e-mail address of your primary and secondary contact person. The completed and signed form should be emailed or faxed to the Transit Department, Attention L.J. Weslowski @ [weslowlj@concordnc.gov](mailto:weslowlj@concordnc.gov) or 704.920.6900.

### 3.3. **Pre-Proposal Conference**

A pre-proposal conference will be conducted on **December 9<sup>th</sup>, 2015 at 2:00 PM** in the Rider Transit Center located at 3600 South Ridge Avenue, Concord, NC 28025. **Attendance is optional**; however, it will assist the City in providing the best information on its requirements and resources to all parties.

### 3.4. **Service Provider Investigation**

Service Providers shall satisfy themselves through personal investigation and by such other means, as they deem necessary, concerning the conditions, which may affect delivery of the proposed Services as well as their cost. No information derived from any part of this RFP or from the City, or any other source, shall relieve the Service Provider from any risk or from fulfilling the provisions of any Agreement resulting from this RFP.

### 3.5. **Interviews, Meetings and Negotiations with Service Providers**

The Service Provider(s) may be required to appear before the City and/or its representatives for an interview. During such interview, the Service Provider will be required to orally and otherwise present its skills, qualifications and project plan and to respond in detail to any questions posed. ***The four primary/key management staff mandated in this RFP included in the Proposal must attend the interview.*** The date of the interview, if needed, will be **January 15<sup>th</sup>, 2016**. This date may change as the City reviews proposals and attempts to align schedules for staff and Service Providers. The City reserves the right to forgo the interviews if it determines the review of the submitted proposals is sufficient to make a determination for award.

### 3.6. **Submission of Proposals**

One (1) original Technical Proposal over no more than 126 pages, signed in ink by an authorized company official along with the corporate seal, plus six (6) copies, and one complete digital copy of the Technical Proposal shall be submitted to the address listed in Section 1.4. The "original" Technical Proposal and each of the six copies shall be complete and unabridged, and shall not refer

to any other copy of the signed/sealed original for any references, clarifications, or additional information. One original copy and six copies, and one complete digital copy of the Cost Proposal **must be submitted in a separate and sealed envelope and labeled as such.** No pricing/cost information should be included in the Technical Proposal portion of the Service Provider's response. When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City and is not subject to return.

Proposals or any part thereof, received by fax will not be considered. Proposals will not be made available to inspect or copy until any trade secret issues have been resolved. Unsuccessful Proposers may request a debriefing session after the contract has been awarded.

### 3.7. **Binding Proposal**

Each Proposal shall be signed by an individual authorized to bind the Service Provider and shall contain a statement to the effect that the Proposal is a firm offer for a 180-calendar day period from the date of the opening. The City reserves the right to negotiate cost and services. All costs quoted shall be firm and fixed for the full Contract period of ten years (5 year base, 5 year option). The Proposal shall provide the name, title, address and telephone number of the individual with authority to contractually bind the Service Provider.

### 3.8. **Correction of Errors**

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Service Provider further agrees that in the event of any obvious minor errors or irregularities, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors. **Minor irregularities do not include the omission of critical components of the proposal such as budget, minimum staffing requirements; price/costing information, or signed Federal Third Party Contract Provisions** (Exhibit C). The aforementioned critical components are for example purposes and do not constitute an exhaustive list.

### 3.9 **Evaluation Process**

Proposals will be evaluated based on the Service Provider's ability to meet the requirements of the RFP. To be deemed responsive, it is important for the Service Provider to provide appropriate detail to demonstrate to the satisfaction of each criterion and compliance with the performance requirements outlined in the RFP.

Each Service Provider's submission will consist of a technical proposal and a cost proposal. The technical proposal will account for 70 percent of the total evaluation while the cost proposal will account for 30 percent of the total

evaluation. The cost part of the proposals will be evaluated based on the cost per individual Revenue Vehicle Hour while comparing that cost to the value received from the Technical portion of the proposal. The interview, if necessary, will assist the City in determining which Service Provider's proposal offers the best value to the City taking into consideration cost and other factors.

As soon as practical after opening the Proposals, the committee will recommend one firm for contract award by Concord City Council.

### 3.10 **Basis of Award**

**The Committee will recommend to the City Council the award of a contract to the Service Provider whose proposal is deemed to be the most responsive and advantageous to the City, cost and other factors considered subject to negotiation and availability of sufficient funds.**

### 3.11 **Protest**

This section describes the policies and procedures governing the receipt and resolution of vendor protests in connection with this RFP.

#### 1. Types of Protests/Time Limits

- a) Protests based upon alleged restrictive specifications or alleged improprieties in the City's procurement process must be filed no later than five days prior to the proposal due date.
- b) Protests based upon alleged improprieties of a Proposal shall be filed no later than five days after the Protestor knows or should have known of the facts giving rise thereto.
- c) Protests based upon the award of a contract shall be filed no later than five days after the notification to the unsuccessful firms of the City's intent to award, or no later than five days after an unsuccessful firm becomes aware of the City's intent to award a contract, whichever comes first.

All protests must be filed in writing. Oral protests will not be accepted.

#### 2. Where to File

Protests must be filed directly with the City Manager of the City of Concord, or designee, at the address indicated in the solicitation.

### 3. The Protest

The protest must contain the following information:

- i. The name, address and telephone number of the protestor.
- ii. Identity of the RFP (by number and description).
- iii. A statement of the specific grounds for protest and any supporting documentation. Additional materials in support of the protest will only be considered if filed within the time limits set in Paragraph B.
- iv. An indication of the ruling or relief desired from the City.
  - a) If the protest is filed before contract award, the potential contractor will be advised by the City of the pending protest.
  - b) If deemed appropriate by the City, an informal conference on the merits of the protest may be conducted with all interested parties allowed to attend.

### 4. Confidentiality of Protest

Material submitted by a protestor will not be withheld from any interested party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protestor considers that the protest contains proprietary material, which should be withheld, a statement advising of this fact, stating the specific grounds for withholding, must be affixed to the front page of the protest documents and the alleged proprietary information must be so identified wherever it appears.

### 5. Response to the Protest

The City Manager, or his designee, will respond to the protest within ten working days after receipt of the protest by the City. The City's response shall address only the issues raised originally by the protestor.

### 6. Rebuttal to the City's Response

The protestor may submit a written rebuttal to the City's response, addressed to the City Manager or his designee, but must do so within five days after receipt of the original response from the City. New issues in the rebuttal will not be addressed by the City. After receipt of the protestor's rebuttal, the Concord City Manager or designee will review the protest and notify the protestor of his final decision.

## 7. Request for Additional Information

Failure of the protestor to comply expeditiously with a request for information as specified by the Concord City Manager or designee may result in determination of the protest without consideration of the additional information.

## 8. Request for Reconsideration

If data becomes available that was not previously known, or there has been an alleged error of law, a protestor may submit a request for reconsideration of the protest. The Concord City Manager or designee will again review the protest considering all currently available information. The City Manager or designee's determination will be made within a reasonable period of time, and his or her decision will be final.

## 9. Procurement Process Status

Upon timely receipt of a protest, the City will extend the deadline for the receipt of proposals until after resolution of the protest for protests filed prior to the proposal due date, or withhold award until after resolution of the protest for protests filed if after receipt of proposals. However, the City may receive proposals or award a contract whenever the City, at its sole discretion, determines that:

- a) The items or work to be procured are urgently required; or
- b) Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c) Failure to make prompt award will otherwise cause undue harm to the City or the Federal Government.

## 10. FTA Involvement

In the case of FTA funded procurements, the protestor may protest to the FTA only where the protest alleges that the City failed to have or to adhere to its protest procedures. Any protest to the FTA must be filed in accordance with FTA Circular 4220.1F.

## 11. Definitions

- a) "Days" means working days.
- b) "File or Submit" means date of receipt by City Manager or designee.
- c) "Federal Law or Regulation" means any valid requirement imposed by Federal statute or regulation governing contracts awarded pursuant to a grant agreement

between the City and the FTA. This includes but is not limited to the requirements as stated in the FTA Master Agreement (MA 17), dated October 1<sup>st</sup>, 2015 & FTA Circular 4220.1F, updated March 13<sup>th</sup>, 2013.

- d) "Interested Party" means all Proposers/offerors. It may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the Request for Proposals.
- e) "Potential Contractor" means the proposer recommended for award of the contract in the event that the protest is denied.

## 4. PROPOSAL FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Service Provider's preference, the City requires strict adherence to the format. Each Proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. The Proposal will be in the format described below; additional detail follows to assist Service Providers with their detailed responses:

- a. Cover Letter;
- b. Company Portfolio or Annual Report;
- c. Affidavit (separate from/in addition to the Cover Letter);
- d. Executive Summary;
- e. Background, Experience and Project Approach (format by confirmation of understanding of Section 5 and any qualifications and requirements contained therein, and responding to the questions in Section 7.3 and 7.4);
- f. Financial Information (sealed envelope, separate from Technical and Cost proposals, as requested in Section Seven);
- g. The "Request for Proposal Acknowledgement Form" Section 10, **Form One**;
- h. The "Addenda Receipt Confirmation Form" set forth in Section 10, **Form Two**;
- i. The "Proposal Submission Form" set forth in Section 10, **Form Three**;
- j. The " Insurance Agent Statement" set forth in Section 10, **Form Four**;
- k. The "Project Functional Requirements Form" set forth in Section 10, **Form Five**;
- l. The "Cost Proposal Forms" set forth in Section 10, **Form Six** (with the proposal but in a separate sealed and marked envelope);
- m. Exceptions proposed to the remainder of the RFP

All Proposals shall be 8 1/2" x 11" format with all standard text no smaller than 11 points, with a maximum page limit of 126 pages. All hard copy submissions should use two-sided printing and be bound in a three ring or spiral binder with tab dividers corresponding to the content requirements specified below.

**Service Providers are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the Proposer to organize the information required by this RFP as outlined may result in the City, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Service Providers, however, may reduce the repetition of identical information within several sections of the Proposal by marking the appropriate cross-references to other sections of their Proposal. Appendices may be used to facilitate Proposal preparation.**

**4.1. Use of Required Forms**

The Cost Proposal Form (Section 10, **Form Six**) provided by the City shall be used and shall not be altered. **The alteration of the Cost Proposal Form by the Proposer, and/or incomplete documentation on the form (i.e. – each line item must have a cost associated with it or specifically marked “N/A”, may result in the City, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP**

**4.2. Proposal Content**

The Scope of Work in Section 5 details the start-up and on-going tasks required of the Service Provider. Please respond to each of the tasks and responsibilities outlined in Section 5 in your Proposal and describe your plan to accomplish each. Include examples of procedures, policies and the approach your firm uses in other similar operations. The City has attempted to document all necessary tasks for implementation and on-going tasks, but we are receptive to changes that Service Providers may suggest. **However – the items requested and required in the RFP MUST be addressed in the Service Provider’s Proposal. Any alternatives offered by the Service Provider MUST be provided and marked separately as such, and will only be considered after review of the original Proposal.**

**4.2.1. Cover Letter.**

The Proposal should contain a letter of introduction (limit to one page) including the company name and address, and the name and telephone number of the persons who will be authorized to represent the Service Provider regarding all matters related to the Proposal and any Contract subsequently awarded to the Service Provider. This letter shall be signed by a person(s) authorized to bind the company to all commitments made in the Proposal. If the Service Provider is a partnership, a general partner must sign the Proposal in the name of the partnership thereof. If the Service Provider is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice President, and a Secretary, Treasurer or

Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. All signatures above must be original and in ink on a least one copy (the one marked "Original") of the Proposal that will be submitted to the City. Every Proposal shall, **in addition to the cover letter**, have thereon or attached hereto the affidavit of the Service Provider indicating that: such proposal is genuine, not sham or collusive, nor made in the interest of any person not therein named; that the bidder has not directly or indirectly induced or solicited any other Service Provider to submit a sham proposal or to refrain from proposing; and that the Service Provider has not in any manner sought by collusion to secure for himself an advantage over any other Service Provider. Any Proposal made without such affidavit, or found to be in violation thereof, shall not be considered.

By submitting a Proposal pursuant to this RFP and executing the cover letter, the Service Provider acknowledges that he/she has read this RFP, understands it, and agrees to be bound by its terms and conditions. Proposals may be submitted by mail or express delivery or delivered in person.

Each Service Provider shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: *"The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts."*

4.2.2. Company Portfolio or Annual Report.

The Service Provider should submit a detailed company portfolio including the company's financial viability for the past five years, credit references, on-going projects, and all pending litigation in which the company may be directly or indirectly involved. Financial references including, name of primary financial institutions of the Service Provider, address of financial institution, name of a contact person, and telephone number for each financial institution identified. This shall be placed in a sealed envelope and marked as such separate from the Technical and Cost proposals.

4.2.3. Executive Summary.

The Service Provider shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the facility to be owned or leased by the Company, and a summary of the proposed Services. This section should

highlight aspects of this Proposal which make it superior or unique in addressing the needs of the City.

4.2.4. Background, Experience, and Project Approach.

The Proposal must provide a concise description of the proposing company, including origin, state of incorporation (if applicable), background, and current size. Include information concerning general organization and staffing as well as experience with Fixed Route Bus & ADA Paratransit Services. The balance of the technical Proposal should be organized around answering the questions found in Section 7.

The Service Provider should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to issues that will be encountered in such a project.

4.2.5. Exceptions

Any alternative approaches, deviations or exceptions taken by the Service Provider must be itemized and listed separately in the Technical Proposal as noted previously must be in addition to a complete and full response to the RFP. Details concerning it must be clearly presented. Each will be considered by the City as to the degree of impact and total effect on the Proposal. The City assumes that silence to alternative approaches, deviations or exceptions indicate that the Service Provider will comply with the RFP as presented.

Wage or minimum pay hour requirements the Service Provider may have with its employees will not affect the City's ability to pay the Service Provider on an individual revenue vehicle hour basis. The City will not accept any restrictions or minimum servicing hour requirements either by day, or other time period or in any other way other than by individual Revenue Vehicle Hour.

## **5. SERVICE PROVISION SCOPE OF WORK.**

### **5.A Purpose of Solicitation**

In issuing this RFP, the City is seeking to contract with a Service Provider, whose proposal is the most responsive and advantageous to the City with cost and other factors considered to provide an easy to use and cost effective public transit solution both for the City and the passengers that use the Services. The City will provide the fuel to be used for all described Service (See Section 5.D.5).

### **5.B General Description of Tasks to be Performed**

Work associated with this RFP shall include but not be limited to the following tasks:

#### **5.B.1 Startup**

The Service Provider shall be responsible for all preparations necessary to begin operation of the Services including identification of an operations and vehicle maintenance facility within the Concord Kannapolis Area. The Service Provider shall have complete responsibility for identifying and securing a facility at a site which meets the requirements as stated in this RFP and must be approved by the City prior to the execution of any purchase or lease agreement by the Service Provider. ALL COSTS ASSOCIATED WITH LOCATING AN APPROPRIATE SITE SHALL BE BORNE BY THE SERVICE PROVIDER. ANY COSTS ASSOCIATED WITH FINDING ANOTHER SITE IF THE PROPOSED SITE IS NOT APPROVED SHALL BE BORNE BY THE SERVICE PROVIDER. All facility leasing or purchase expenses associated with this procurement effort shall be included in the Service Provider's cost proposal. Prior to start-up, all personnel shall be drug-tested in accordance with applicable laws, hired and trained; documented personnel and operating procedures shall be established; an effective Customer Service and an rigorous Safety Program shall be developed; facilities and equipment prepared; and all other activities required for start-up. Fixed routes and schedules are already defined. The Service Provider will be required to submit a detailed Start-Up Plan prior to the execution of a contract. An outline of the Start-Up Plan must be submitted as part of their proposal.

#### **5.B.2 Operate Service**

The Service Provider shall coordinate, manage, and control all necessary Service activities, which shall include but not be limited to:

- a. Operating all services to the levels and standards required as described throughout this RFP as well as any additional service added to the contract by the City;
- b. Providing drivers, maintenance, supervisory, and administrative personnel;
- c. Establishing all employment policies relative to Service Provider's personnel;
- d. Complying with established passenger complaint resolution procedures;
- e. Developing driver and employee training and testing programs;
- f. Developing administrative, customer service, safety and security procedures, performance statistics, and financial records for both Fixed Route and ADA Paratransit services;
- g. Facility upkeep and maintenance;
- h. Developing methods to maximize service efficiency and reliability;
- i. Providing vehicle maintenance;
- j. Accident and incident investigation activities and procedures;
- k. Performing or assisting City staff in carrying out operational planning, scheduling, blocking, run-cutting, download of video surveillance files and other related functions, such as identifying running time and/or loading problems and recommending specific schedule and other adjustments to correct the problem;
- l. Providing adequate required staffing levels at the Rider Transit Center;
- m. Maintaining busway and bus parking area at the Rider Transit Center;
- n. Executing data collection and gathering statistics as requested by the City;
- o. Implementing all local, state and federally required programs, policies and regulations including, but not limited to FTA Drug and Alcohol Testing and ADA Compliance, Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and FLSA Standards;
- p. Providing required insurance;
- q. Maintaining the financial integrity, record keeping, and security of the fare collection system including making deposits at a banking facility designated by the City;

- r. and any other reasonable services or tasks necessary to successfully operate service pursuant to the contract.

### **5.B.3 Equipment Maintenance**

The Service Provider will perform all activities associated with the maintenance of equipment required for the operation of the system (See Section 6). This shall include maintenance of the City's buses and LTVs, any other equipment provided by the City, office and computer equipment, non-revenue vehicles, and other equipment as needed.

### **5.B.4 Operations & Maintenance Facility**

The Service Provider shall locate a bus maintenance facility in a mutually agreeable location within 10 miles of the Rider Transit Center located at 3600 Ridge Ave, Concord. The operations facility must have adequate spacing for in-house preventive vehicle maintenance for both Fixed Route and ADA Paratransit fleets. The size and location of the operations facility must be sufficient to meet the service requirements related to staff parking, service vehicle parking, routine preventive vehicle maintenance and cleaning (washing), and staff office space with emphasis on minimizing deadhead hours and lease costs. The City requires facility that has, at a minimum, a fenced parking area for all City provided vehicles and equipment. Safe and secure overnight storage of vehicles is required, to include exterior and interior video surveillance for all vehicle parking areas, entrances, exits, and cash handling areas. The costs for the facility should be divided evenly (50/50) between the revenue hour rate for ADA Paratransit and Fixed Route services.

The Service Provider may choose to separately locate operating and maintenance facilities or subcontract certain aspects of the service provision. The City must approve any subcontract with service contractors. The maintenance facility must either have a hydraulic lift capable of servicing all revenue service vehicles, or the Service Provider may use the mobile lifting equipment provided by the City. The Service Provider is responsible for maintaining all of its facilities and equipment in a State of Good Repair. Any repairs to any facilities/systems, or equipment related to the operating or maintenance of the vehicles, including resources provided by the City, shall be completed and paid for by the Service Provider.

### **5.B.5 Other Materials**

The Service Provider will be required to obtain all parts, tools, equipment required for their duties. The Service Provider will be

required to obtain all maintenance equipment necessary for the repair of the City's vehicles and bus stop infrastructure. The Service Provider will be responsible for obtaining and complying with all required building, occupancy, and other governmental permits.

**5.C Description of Services**

The City will require the Service Provider to provide Fixed Route bus services and Complementary ADA Parastransit services within Concord and Kannapolis. The system includes seven routes that radiate from the Rider Transit Center located at 3600 Ridge Ave., Concord. Each route requires one hour to complete a round trip (75 minutes during afternoon peak hours 12:30pm-5:30pm currently). ADA Parastransit service will be provided within a ¾ mile corridor on each side of each Fixed Route. The City will provide the Service Provider with the revenue service vehicle fleet for the Fixed Route and ADA Parastransit services. This vehicle fleet will include ten (10) Gillig 35-foot heavy-duty buses for revenue service and two (2) Ford LTVs for supervisor use and service support functions, and four (4) LTVs for ADA Parastransit service (to be purchased new before the start of the contract). (See Appendix A).

The range of service hours identified below includes an anticipated number for the Service. As of the time of the issuance of the RFP, the City has a CMAQ grant to operate Sunday service until 9/30/16. **Providers are asked to provide two pricing models:** one which assumes Sunday service remains, and one which assumes Sunday service ends as of 9/30/2016 (the projections listed below). The City reserves the right to increase or decrease service hours to meet the demand of the Service.

**Estimated Hours of Service for the Contract**

	Peak Vehicles	Start of Service	Estimated Annual Revenue Vehicle Hours				
			YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
<i>Fixed Route</i>	7	7/1/2016	32,235	31,143	31,143	31,143	31,143
<i>ADA Parastransit</i>	3	7/1/2016	9,309	8,898	8,898	8,898	8,898
<b>Total</b>	<b>10</b>						

**As described within this RFP, the City reserves the right to increase, decrease or transfer the level of Services throughout the term of this contract. In no way does the City intend to guarantee the hours listed above through the issuance of this RFP.**

#### **5.C.1. Service Operations Plan**

**The City shall specify all Fixed Routes and Schedules** – A compilation of the existing routes and schedules being operated under this contract are outlined in this RFP. Routes are subject to change and modification as specified by the City and new routes or services may be added based on service needs.

- a. The City will provide the headway and service frequency to the Service Provider during the performance of this contract. The Service Provider shall be responsible for developing driver shifts from the schedule provided by the City. Drivers shall be trained and knowledgeable of all routes in the transit system. Drivers shall also have assigned routes to maintain consistent customer service and reliable route knowledge.
- b. The Service Provider shall perform all scheduled service subject to the City's operating standards for service performance. Service shall be provided as requested or according to any adjusted schedule established by the City, including route modifications required as a result of a declared emergency.
- c. The Service Provider shall not supply vehicle service hours when they are not scheduled, and hours will not be paid for by the City. Relief drivers are the responsibility of the Service Provider and shall not disrupt the continuity of Service. If a major disruption in service occurs, the Service Provider shall notify the City immediately. If the Service Provider should be unable to provide alternative service, the City may then elect to secure the necessary services. Should the City elect to secure such service from other sources, the Service Provider shall be liable for all costs incurred.
- d. All Services to be rendered by the Service Provider under this Agreement shall be as specified by the City. The Service Provider shall advise the City of matters of importance and make service adjustment recommendations when appropriate; however, final authorization concerning Service parameters shall rest with the City.
- e. Service Provider requirements include having a person on site and available to answer the dispatch telephone and assist with the security and operation of the Rider Transit Center facility during all hours of revenue service operation, including opening

the facility for service as well as securing the facility at the end of each service day. The Dispatcher must be on site and able to relay information to the drivers, customer service staff and customers during all hours when a vehicle is on the road, with no exceptions. In addition, a minimum of one (1) Road Supervisor must be deployed in the field at all times that Rider provides service. It will be expected that Supervisors (or other Service Provider staff) will back up and assist the City in providing Customer Service functions on the weekends and when City Customer Service staff are absent weekdays. Please refer to Dispatching/Road Supervision Section 5.C.5. An optional Customer Service option follows below:

**\*\*OPTIONAL CUSTOMER SERVICE PRICING REQUEST\*\***

As a growing system, the City has a number of evolving system Customer Service needs. The Customer Service office currently receives approximately 35,000-40,000 phone calls annually and 12-15,000 walk up customers each year. The City would like ala carte, optional pricing for the full base and option years for the following services:

**Option #1 – Weekend Customer Service Coverage**

Customer service office staffing on weekends is currently covered by Service Provider Supervisory staff, Saturday and Sunday from 8:30am-7:30pm. Please provide a staffing plan (dedicated Customer Service/non-Supervisory personnel) with the associated costs listed as an additional increase differential to be added to the hourly revenue service rate.

**Option #2 – Full Customer Service Coverage**

Customer service office staffing hours currently are Monday-Friday, 7:30am to 8:30pm, and Saturday and Sunday from 8:30am-7:30pm. Please provide a staffing plan (dedicated Customer Service/non-Supervisory personnel) with the associated costs listed as an additional increase differential to be added to the hourly revenue service rate.

- f. The City provides and maintains the two-way radios on the buses, portable radios, and base station radio for dispatch as these are compatible with the city-wide system.
- g. The Service Provider is expected to begin service on July 1<sup>st</sup>, 2016.
- h. The City reserves the right to revise and/or add any Service parameters similar to the parameters described in this RFP as needed, in order to meet Service needs and regulations. The Service Provider may propose ways to improve the use of the City's vehicles in revenue service.

### **5.C.2. ADA Paratransit Specific Components**

- i. ADA Paratransit services will be a door-to-door service rather than a curb-to-curb service, meaning drivers are to assist any and all passengers from door of origin to door of destination on every one-way trip, excluding documented circumstances where safety or security issues warrant curb-to-curb service.
- j. The City shall be responsible for reviewing all applications for ADA Paratransit service eligibility. The City is responsible for coordinating the certification process, distributing the application forms, evaluating completed applications, responding to customers on the certification status, and maintaining a database of all certified customers. The City will be responsible for issuing the service eligibility identification card and notifying the Service Provider when individuals have been approved for this service. The City will submit information on approved riders to the Service Provider in a timely manner for entry into routing and scheduling approved passenger database.
- k. The Service Provider will be responsible for providing a dispatch and reservation center.
- l. The dispatch and reservation system should include an option **(see 5.C.3 below)** for a real time computer aided dispatch for the ADA Paratransit service, as well as incident/driver/vehicle/scheduling management. Mobile Data Terminals (MDTs) will play an integral part in the everyday operation of the dispatch-driver interaction, including, but not limited to, pre/post trip inspections, trip manifests, visual display of schedule adherence information, mobile messaging, manual/automated collection of passenger types/counts/fares, etc. Service Provider is responsible for entering all current ADA Paratransit clients into the scheduling software and to begin scheduling trips beginning on July 1<sup>st</sup>, 2016 at least two (2) weeks prior to July 1<sup>st</sup>, 2016.

- m. The Service Provider shall propose a staffing plan to provide adequate reservation/scheduling personnel necessary to respond to incoming calls for reservation requests, trip revisions, general information, and complaints or commendations. The personnel must be well-versed FTA ADA regulations (Fixed Route and Paratransit) and the City's requirements for provision of the service. Customer service and ADA sensitivity training and skills are vital for all reservations personnel.
- n. Sufficient staff must be provided to respond to calls in a timely manner. 95% of all calls should be answered within 3 minutes, and 99% of all calls should be answered within 5 minutes to ensure that passengers do not experience excessively long wait times. Calls must not be placed on hold for longer than 2 minutes.
- o. Reservation personnel must maintain an electronic daily log of all telephone requests received and include information on trip denials (there should be none for any ADA Paratransit passengers requesting service), trip revisions and cancellations in the Service Provider's proposed technology solution for managing ADA Paratransit services.
- p. Reservation personnel are also required to return all phone messages left by passengers within one hour during normal business hours and within one hour the next business day if the message is left during non-business hours or on Sunday. Hours for the reservation center are 8:00 a.m. to 5:00 pm Monday-Friday, 8:30am-5pm on weekends. Reservation personnel must be equipped with and also be able to operate TDD equipment for communications with hearing impaired patrons. The phone system provided by the City allows for customers to leave messages, including trip reservation requests or cancellations, during non-reservation hours and must be in good working order at all times. Any issues with the phone system must be reported to the City's Transit Manager and/or Communications staff immediately.
- q. Service Provider's must indicate in their staffing plan and cost proposal if they will use one dispatcher for fixed route services and ADA Paratransit, or have a separate dispatcher for ADA Paratransit services. Dispatch personnel will be required to monitor ADA Paratransit communications throughout the operating hours and communicate with drivers, supervisors, and maintenance personnel, regarding operations, service, safety, and customer service issues. Detailed logs must be kept on all communications through an automated or manual system to be provided by Service Provider. A strong **Supervision**

**Component** is required for the ADA Paratransit program. This must include ensuring that ADA requirements are being followed in the ADA Paratransit service delivery and that information related to fares, mileage and revenue hours are being reported accurately.

- r. Drivers must wait five (5) minutes at the trip origin location after arriving within the required 30 minutes window for the appointed pick-up time before a passenger can be considered a no-show. Drivers must radio in to dispatch immediately in all cases when a passenger is a no-show, and Dispatch must document the details of the no-show, to include vehicle arrival and departure time to ensure compliance with the 5 minute window, and any efforts made to contact the passenger, which should be made prior to assigned vehicle departing from the location.
- s. Maximum one-way travel time should be forty-five minutes during sixty-minute Fixed Route headways (currently 5:30am-12:30pm and 5:30pm-8:30pm) and fifty-five minutes during seventy-five minute Fixed Route headways (currently 12:30pm-5:30pm).
- t. It is the City's expectation for the Service Provider to implement a complete cashless system on the ADA Paratransit side. Proposals will be considered with pricing options for necessary hardware/software solutions to allow this to happen. It is expected that the Service Provider collect fares via all proposed electronic processes; the goal is to eliminate cash handling with vehicle operators. Service Provider must be in conformity with accounting principles/general practices and ensure that electronic fare collection financial/revenue data is accurate and in continuous good working order. Base or minimum processes for fare collection will be through cash/ticket/pass system (tickets/passes provided by the City for purchase) if preferred system cannot be obtained.
- u. Drivers must ensure that each patron pays the appropriate fare prior to being provided transportation service. The verification process includes either checking the MDT for pre-payment of trip at time reservation, or collecting the total amount of fares electronically. When paying electronically, driver is responsible for operating the secure MDT with the patron for payment. It is the City's desire and goal to have ADA Paratransit services be completely cashless. Drivers will record revenue counts by passenger on the driver's manifest or mobile device for all ADA Paratransit trips. Drivers will also record on the manifest or mobile device all critical times and mileage necessary to document: ADA Paratransit Revenue Hours and Revenue Mileage – begin at first pickup and ends at last drop off. It

excludes lunch and breaks; and Service Operation - sign in, depart yard, arrive/depart each pickup, arrival back at yard, and sign off.

- v. Service Providers should read the attached Rider Transit ADA Paratransit Program Policy and Rider Transit ADA Paratransit How to Ride Guide for further information on Rider Transit's ADA Paratransit program requirements.

### 5.C.3. **\*\*Optional Transit Information Technology Systems (ITS) Solution\*\***

The City would like ala cart, optional pricing for the full base and option years, for providing and installing a well-proven, industry standard, integrated package of public transit ITS hardware and software, as detailed below, with the associated costs listed as an additional increase differential to be added to the hourly revenue service rate. This is intended to assist in ADA Paratransit scheduling and computer aided dispatch, automated trip confirmation, real time ADA Paratransit passenger information, capturing of data for transit system planning and management analysis, and in providing enhanced traveler information. It is preferred that the routing and scheduling software solution for ADA Paratransit service will incorporate a customer web portal allowing customers to pre-pay trips, pay at time of reservation, or load an account and debit the account each time a trip is taken. It is also preferred that electronic fare devices also be placed on board all ADA Paratransit vehicles for non-cash management of payment prior to trip. The City requires full functional capability and access rights to the chosen system, and retains ownership of all data, records and files generated by the system necessary to transfer full functionality of the system from the Service Provider to the City in the future.

#### **General Function Capabilities**

Specifications are included for an integrated system incorporating the following elements:

- If possible, integrated with existing Fixed Route CAD/AVL real time system DRI/Clever Device's OTvia system);

- Provide and install GPS-based automatic vehicle location AVL system tracking for ADA Paratransit vehicles;
- Provide and install automated alerting system that provides real time alerts for ADA Paratransit service;
- Provide and install a computer aided dispatch system for the ADA Paratransit system;
- Provide and install an automated advanced transportation management system for ADA Paratransit;
- Provide and install vehicles with mobile data terminals for ADA Paratransit service;
- Provide and install a real time traveler information system for ADA Paratransit system;
- Provide and install integration to existing vehicle destination/head signs and voice enunciation systems;
- Provide ADA Paratransit services utilizing one database and one application – all ‘cloud’ hosted;
- Provide single point of support and maintenance for all system hardware and software.

### **ADA Paratransit Scheduling/Dispatching Components**

The system must offer a software solution capable of registering customers, automated scheduling, on-the-fly scheduling of passengers and real-time driver manifest updating. The City seeks to continue to expand and improve its transportation operations while maintaining or increasing efficiency and customer service/satisfaction measures in service delivery. Specific areas of improvement sought in the implementation of automated scheduling and dispatch software include:

- Passenger/client database management
- Response time/no-show management/trip denial documentation
- Automated optimization of demand and standing order trips
- Performance monitoring/evaluation
- Standard reporting and ad hoc engine reporting

## **GIS and Mapping Functions**

GIS and mapping functions must be provided as part of the software system proposed by the vendor.

At a minimum, the service area maps shall display the Concord Urbanized Area geographical area, with the ability to zoom in and out for more or less detail. The City requires that the service area boundary be readily identifiable and graphic or query function must be present to determine if requested trip origins and destinations are within the service area. The software must incorporate GIS capabilities and allow user access to the service through a map view. The GIS map view must be capable of displaying individual routes or runs, and/or bus stops; specific street address; or other specified user-defined physical features.

In addition to providing support to the software's primary scheduling and customer information functions, the GIS functionality of the proposed software must support other GIS analyses.

The City desires that the technology be capable of:

- Printing/producing high resolution printed output
- Providing geographically based query functions
- Displaying census or other demographic/socio-economic data in thematic layers to assist staff better understand area characteristics
- Service area map must contain definitions of street segment name and address ranges.
- System must have full geocoding capability allowing the City to enter an address and locate the address on the map.
- System must be capable of handling various abbreviations and spelling of names (e.g., St. for Street, etc) in the geocoding process.
- System must permit manual assignment of latitude and longitude coordinates in the event an address cannot be geocoded based on existing map address range attributes.

- Access to maps must be seamless from within the scheduling software (e.g., user should be able to generate needed maps with single mouse click or menu selection).
- Base maps must contain current attributes on street segments, addressing, speed limits, etc.

The proposed vendor must be responsible for supplying up-to-date map with current U.S. Census data through cloud-hosted system and all GIS capabilities with all attributes necessary for point-to-point scheduling using coordinate geography (not zones). Street network must permit definition of segment characteristics, such as speed limits, one-way direction, etc. Proposed vendor must outline in its proposal how they should expect to receive updates on maps on a continuous basis at no extra charge.

### **Client Database**

The current database is maintained by the City. The selected proposer and proposed vendor, as soon as practical after notice to proceed, must be responsible for providing a data conversion strategy/plan in order for staff to begin to compile the requisite information that needs to be entered in the proposer's software in order to complete the client database elements required for use in scheduling, trip assignment, and reporting.

The City will provide sample data for testing to insure a smooth conversion process. Client database must be capable of providing a full range of data elements for each client in the system. Information must include full identification (including social security number (as needed), Medicaid numbers, birth date, address, contact, third party/emergency contacts, disability status, mobility aides used, program affiliation, and third party contract payee options. The City will work with the Service Provider to define the required fields for data to populate the client database fields. Vendor shall be responsible for providing a fully functional client file suitable to the City's transit system needs. System shall be capable of producing reports based upon client attributes, sponsoring agency, transportation provider, origins or destinations, cities, zip code, trip purpose, billing rules, birth date and Veteran status.

Client database must be linked with a customer web portal. This portal shall provide new passengers the ability to register and

submit applications for service online. The portal must allow the facilitation of trip booking requests, confirmations, and cancellations. The passenger must be able to view trip history and create trip favorites that may or may not be subscription based. The portal should allow for 'one-click' pick up for will calls. Clients should also be able to create alerts, customized by client preference within their account in the web portal.

## **Trip Reservations**

The system must permit trip booking for customers with Service Provider personnel on the telephone, either with a customer representative or through IVR capabilities, or through the customer web portal.

- Trips must be able to be reserved in real-time and the scheduling system should make real-time changes to necessary manifests and schedules.
- System must be capable of processing both subscription (standing-order) and individual ADA Paratransit trips in this manner.
- System must be capable of processing same day trip orders or past day trip orders.
- System must permit Service Provider or the City staff to access client records by entering client first or last name, telephone number, address, or other identification.
- Pop-up windows or list boxes must be used to display lists of clients for easy access and selection.
- Once selected, pertinent data from the client database file must be accessible to the reservation staff, either through on-screen display or pop-up window.
- System shall be capable of accepting trip reservations for an open-ended period of time in advance of the requested trip date.
- System shall be capable of accepting standing orders. System shall permit day of the week type travel dates and monthly calendar based travel date (e.g., first and third Wednesday of each month or no end date).
- System shall be capable of setting finite limits on the length of subscription orders.

- Systems shall permit Service Provider and the City personnel to “turn off,” on a temporary basis, a client’s standing order. System shall permit entry of both a start date and end date of the time period when the client will not take the standing order trip.
- System must provide means for Service Provider customer service representative to easily and quickly access existing trip reservations for the client in order to edit travel destination, trip dates, and/or travel times.
- System must maintain a log of changes including identifying who made the change. System must also provide means for client to review past, current, and future trip reservations through the individual client web portal account.
- System must permit cancellation of any trip in the system in advance consistent with the City policies on trip cancellations.
- System must maintain a client’s cancellation and late record, to facilitate management of cancellation and late policies.
- System must be capable of temporarily suspending a client’s eligibility for service on transit vehicles.
- System must permit entry of both a start date and end date of the time period when the client’s ridership privileges are suspended. During this period, system shall not permit trip booking, providing a pop-up alarm or other visual notification for the customer service reservations representative.
- System must provide the ability to allow for outbound notifications to client through SMS text messaging, email or calls to confirm or cancel trips.
- The system must allow clients to receive calls or SMS text messages for estimated time of arrivals, as well as receive alerts of trip delays.

## **Scheduling**

The system shall be capable of scheduling, in batch mode on a next-day basis, or as trips are added (up to one-hour or better prior to requested pick-up time) all reservations for a designated travel day. Scheduling must be based on the actual street network in the City’s operating environment (e.g., actual latitude and longitude-coordinates, not zones), parameters associated with network segments as established in the GIS system, physical barriers,

speed parameters, time of day, and appropriate dwell times for the boarding and alighting of passengers.

The system shall permit the establishment of base runs or subscription templates based on existing standing orders. System shall be capable of evaluating base runs in order to optimize runs in terms of parameters determined by the City. The parameters (such as least distance traveled, shortest travel time and least time on board for each passenger) will allow the City and Service Provider to optimize operations at a point that is a balance between efficiency and customer service.

The system shall be capable of taking trip orders on a same day basis and dynamically scheduling the trip into existing schedules. System shall consider existing path of route travel, existing customer assigned trips, system policies on travel and pick up time windows in making the scheduling assignment. It is essential that the system be capable of rapidly determining and advising the call taker of best route to add the trip to allow for trip negotiation during the phone call.

When a same day order is accepted and assigned to a run (or unassigned run is assigned to a run), it is imperative that the system shall be capable of dynamically updating the remaining scheduled pick-ups and drop-offs on the run's schedule. This functionality is essential to the City.

The system shall provide the capability of Service Provider scheduling staff to manually move trips after schedule development. When such overrides are made, the system shall record and time stamp the override action in the trip record (or in an associated database) in order to establish a historical account of changes to the original (booked) reservation.

## **Dispatching**

The system shall allow dispatchers access to run itineraries based on run number, vehicle number, or client name. System shall be capable of displaying the run number, number of passengers on the run, scheduled arrival time, estimated time of arrival, and any special circumstances. Information displays must associate with the

time of day (e.g., 10:00 A.M. events are displayed at the top of the list window when the dispatcher makes queries at 10:00 A.M.).

The system shall be capable of allowing dispatchers to process cancellations (cancellations received prior to system policy time), no show/late calls (cancellations received after the system policy time) and no-shows. In addition, the system shall maintain a cancellation record and a no show record, by client, to facilitate management of cancellation and no show policies.

The system shall be capable of generating reports of Service Provider early and late arrivals and no shows, including description of reason for service delays and failures, by client, trip type, operator, vehicle, date, etc.

The system shall be capable of automatically displaying to the dispatcher/scheduler cancellations, same day reservations, and will-call return trips waiting for vehicle assignment (e.g., trips reservations made but not yet assigned/scheduled).

The system shall be capable of identifying runs when a vehicle is pulled from service due to an emergency or vehicle breakdown. The Dispatcher shall have the capability to re-schedule all trips impacted by this service emergency.

The system shall be capable of displaying a dashboard of performance indicators of the entire ADA Paratransit system on route, or individual vehicles at any time of request by Service Provider and City staff with access to system.

## **System Settings**

System shall have capability for user specified settings that govern the scheduling process. For example, the City ADA Paratransit typically operates at the posted speed limits. However, they may be operated at a lower speed for safety reasons (road conditions, pedestrians, bicyclists, weather conditions, etc).

Potential vendors must specify the range of parameters that can be user set and how the vendor will assist the City and Service

Provider in the initial setting of these parameters to ensure maximum scheduling efficiency in daily operations.

## **Reports**

Software must be capable of generating a range of management and service reports necessary to permit sufficient compliance oversight of the ADA Paratransit service. System shall be capable of permitting the user to create, format, and print user-defined reports ad hoc reports based on any data element contained in the database. If new data elements must be added and populated, this must be worked upon by Service Provider and vendor at no additional cost.

## **ADA Paratransit Service Vehicle Location Tracking**

The system shall receive incoming messages from Mobile Data Terminal's (MDTs) where the driver has logged on to a Paratransit run. The incoming message types are logon, pull-out, pull-in, location reports, trip event reports, covert alarm messages and text messages.

The system shall log all outgoing and received data in a historical database, including date/time, vehicle ID, run ID, driver ID, dispatcher ID, location, odometer, message type, and message content. The historical database shall be read-only. Historical data shall be available in a format that is directly accessible by or importable into common database management and analysis tools.

The system shall receive location reports from the MDTs and display the last reported location on the map display. The display shall provide an indication when the last reported location is older than the reporting interval.

The dispatcher shall be able to review the chronological sequence of reported locations for a specified vehicle over a specified time period on the map display, including controls to view the entire sequence from the beginning of the time period or step through the sequence incrementally forwards or backwards.

The system shall have an option to provide public facing real time vehicle location and arrival information via map and text.

## **ADA Paratransit Service MDT Application Software**

When a driver is logged in to a run, the MDT shall display manifest data for the next several upcoming pickup and drop-offs, received via the mobile data communications system from the ADA Paratransit scheduling and dispatch software.

The MDT shall allow the driver to indicate when the vehicle is about to pull-out to begin the run or has just pulled in to complete the run.

The MDT shall allow the driver to select a single pickup or drop-off, to view all additional manifest details, and to return from these details to the view of multiple upcoming pickups and drop-offs.

The MDT shall allow the driver to indicate when the vehicle has arrived onsite or is departing, for pickups or drop-offs.

When the driver selects to complete a pickup event, the driver shall be able to update the MDT manifest data to reflect (1) the actual fare collected – if applicable; (2) whether there was a Personal Care Attendant; and (3) the actual number of additional companions.

The City desires to operate a cashless ADA Paratransit system. The MDT must show the driver that the trip was either pre-paid, or requires payment. If trip requires payment from client, two options must be presented to the client. (1) the MDT must be capable of allowing a software application connected to the scheduling software to remit electronic payment acknowledgement – meaning credit/debit card transaction OR (2) the MDT must be capable of allowing driver and client to agree to debit the client's account through the client database, which is linked to their personal account on the web portal.

When the driver selects a pull-out, pull-in, pickup or drop-off trip event, the MDT shall send the name, address, time, GPS location and odometer reading to the paratransit scheduling and dispatch software. If the MDT does not receive an acknowledgement for pull-out, pull-in, pickup or drop-off trip event data sent to dispatch, the MDT shall store this data for later bulk data transfer to the ADA Paratransit scheduling and dispatch software. The MDT shall send a location report, indicating its current GPS location, once a programmable number of minutes have passed since the previous location or trip event report.

The MDT shall allow the driver to send a text message to dispatch by selecting from a set of pre-defined messages. The MDT shall store up to ten text messages received from dispatch, indicate to drivers when there are unread text messages, and allow stored text messages to be viewed or deleted. The MDT shall allow the driver to view received text messages that are longer than can fit on one line of the display.

The MDT shall store the most recent location received from the GPS receiver, so that if the GPS receiver ever is not able to report the location the “last known good” location will remain available. The GPS location indicated in a report sent by an MDT to dispatch shall indicate whether the location is the current location from the GPS receiver or the last known good GPS location.

### **Text Messaging – Messaging Output to MDT’s/From MDT’s**

The system shall allow the dispatcher to view received text messages in a tabular display that also indicates the vehicle ID and the time of the message. The system shall allow the dispatcher to send a text message to a single MDT, a predefined group of MDTs or all MDTs within an area selected on the AVL map display. The system shall allow the dispatcher to select one of a set of predefined text messages or enter a free text message. The system shall allow for any message sent by dispatch to be flagged as requiring driver acknowledgement.

### **Computer Hardware Requirements**

The proposed vendor must provide their optimum recommended hardware and software specifications for the server, workstation, network, additional viewing monitoring/LED screens, and database requirements. The database must be cloud hosted to allow for remote access from anywhere, reduce the risk of downtime, have one point of accountability, provide faster support to Service Provider and the City, and provide for easy upgrades and maintenance at no additional cost.

### **Project Management, Training, Warranty, and Testing**

Each response to this RFP must include the Service Provider and proposed vendor’s communication and proposed work plan for ensuring a successful implementation. The City intends to take an active role in the design, implementation, and testing of the ITS systems. Moreover, the City requires regular meetings and communication with the Service Provider as to the progress and

direction of the project. The communication plan developed by the Service Provider must include at least a weekly in-person meeting with the project team and the City; whereby, the Service Provider will provide meeting minutes to all parties involved. At each of these meetings, the Service Provider will provide an action item list to include current and historical items including the person responsible for documentation purposes. The Service Provider is required to provide a detailed project schedule that includes tasks to be completed by the City, Service Provider and the vendor with appropriate dates.

## **Training**

The City realizes that training is an essential component of a successful implementation. The Service Provider is required to provide comprehensive and complete training to all staff involved in the operation of the new technologies such as Dispatch, Management, Information Technology, Drivers, and Maintenance. The City has an onsite conference and training room, which can support groups of trainees up to 20 at one time. The City prefers that training be conducted either at the Rider Transit Center or the Service Provider's leased facility.

Training shall be conducted by vendor personnel that are well versed with the technology. A detailed training plan should be provided to the City and Service Provider. The plan should include on-site training that will allow for continued employee responsibilities. This plan must include training agendas describing who will be trained during each session, the length of each training session, and the cost of the training (which must be included in the overall capital cost allocation sheet, spread out over the timeframe of the contract). The plan must address levels of training (i.e. end user, administrative, technical, power user, etc.). The plan must include on-going training options and pricing that can be continued after the implementation is completed. The City prefers onsite options. The City and Service Provider will approve the training plan before training commences. Training feedback forms must be provided to The City and Service Provider to be used after completion of each training session conducted by the Vendor. The City may request that certain trainers not return if they are not satisfied with their performance. The Vendor will be expected to provide a replacement trainer that is well versed in the technology.

The Vendor must detail different training methods and approaches (i.e. classroom, train-the-trainer, one-on-one, web based, etc.). The

City would like the Vendor to recommend a training method and utilize City data when possible during training sessions.

The selected vendor is required to provide training and user manuals as well as quick reference guides for all trainees with Service Provider and the City staff. All training manuals shall be provided in Adobe Acrobat PDF format on a flash drive and hard copy. At a minimum, three (3) hard copies and three (3) flash drives of each user manual will be required. All training and user manuals shall be provided in the English language. User manuals and quick reference guides must be provided for each software application. Vehicle Operators must be provided with a laminated card with brief operational instructions.

### **System Testing and Acceptance**

The City and Service Provider will validate that the vendor has met all requirements stated in this RFP before accepting the systems. The vendor is responsible for providing labor and supervision for the installation and testing of the system. The City and Service Provider will work with the selected vendor to develop acceptance procedures to ensure the equipment is installed properly and functioning according to specifications and to complete system testing and acceptance. The City requires the vendor to develop and submit a series of testing plans and procedures two (2) weeks before testing begins. Testing will begin only after the City and Service Provider has signed off on the testing plans and procedures submitted by the vendor. A final system acceptance test is required after all system components are installed and operational.

The vendor is required to ensure that the system is functional and operational before scheduling acceptance testing or final acceptance with City and Service Provider personnel. If additional testing sessions are required due to failure on the part of the vendor, the vendor will be required to reimburse the City and/or Service Provider for the additional costs incurred.

The City will formally accept the system upon the successful completion of user acceptance testing. The City and Service Provider will determine whether the system meets the standards as outlined in the contractual documents.

## **Warranty and Maintenance Plan**

The City requires that the selected vendor provide the organization with a minimum of a one-year warranty service following final system acceptance. After the one-year warranty expires, the maintenance agreement must begin. The City requires that the vendor include pricing for a year-to-year maintenance plan with a minimum of five (5) years. The City requires that additional purchases through the Service Provider after Final Acceptance will be co-termed so there is one annual invoice and payment. The City requires that the vendor provide the City and Service Provider with upgrades to ensure the most recent technology is being utilized – at minimal or no cost.

The vendor is required to provide the City and Service Provider with timely responses and solutions to software problems. If the problem is severe such as a system failure, the vendor must assure the City and Service Provider that they will respond immediately so that operations are not disrupted. If the vendor has multiple maintenance packages, the vendor must share pricing for all packages; however, the City would like the vendor to recommend a particular maintenance plan.

Describe to the City and Service Provider their help desk methodology and turnaround response time. Include how the organization prioritizes issue resolution. Support is required to the City and Service Provider twenty-four hours a day seven days week. Specify if issue resolution includes remote access and if so what software is utilized.

## **Maintenance of Transit System Infrastructure Items**

This solicitation and the resulting contract award require vendor provision and installation of a wide array of equipment and related services/software intended to support the City and Service Provider. In addition to the stated turnkey “provide and install” requirements, the City and Service Provider may choose to require that the awarded vendor provide long term support and maintenance on a single point-of-contact basis in support of all individual components and all systems provided under the contract. It is specifically noted that if the City and Service Provider chooses this option, the responding vendor will be the party responsible for the satisfactory performance of any equipment or software item or system, to include single point-of-contact responsibility for resolution and correction of any performance issue during any designated third party warranty period.

To this end, the responding vendor shall provide, as part of their initial proposal, a comprehensive maintenance and support plan. The plan shall, as a minimum, include:

- A list of all equipment and systems, provided by or through the awarded vendor, whose operational performance after acceptance is fully warranted (repair/replacement at no cost to the City/Service Provider) by the awarded vendor or a third party manufacturer or dealer. The list shall identify the specific party providing the warranty and shall include a statement defining the duration of such warranty coverage for each listed equipment item or system, and a statement defining how continuing service, to include preventative maintenance and actual item/system repair, will be provided after conclusion of the stated full warranty period.
- A list of equipment and systems that do not fall within the scope of the paragraph above, with a description of how service, to include preventative maintenance and actual item/system repair, will be provided in the event of performance failure of any listed item or system.
- The responding vendor is required to provide fixed annual pricing for full system maintenance support on a turn-key single-point-of-contact basis with such support to be paid in arrears on a monthly basis for the first five years after the system as a whole is accepted. Pricing for five additional optional years of service is required as well.
- The responding vendor is invited to provide alternate pricing or organizational structures that maintain the turn-key single point-of-contact maintenance structure required by the City and Service Provider.

Responding vendors are advised that the maintenance structure and pricing will be considered during the award and evaluation process. However, the City and Service Provider retains the right and option to seek and secure third party maintenance services any time after expiration of the initial warranty periods.

Pricing must be projected a minimum of five (5) vehicles and take into consideration the potential for the City to add at least one (1) ADA Paratransit vehicle each year for two (2) consecutive years after the first year of this contract.

#### 5.C.4. Service Span

Fixed Route and ADA Paratransit Services will operate from 5:30AM to 8:30PM, Monday through Friday, and 8:30AM to 8:30PM on Saturday, approximately 307 days per year (359 days Sunday service option pricing). ***The City currently provides Sunday service mirroring the Saturday service schedule and would like alternate pricing models both as currently designed and without the additional Sunday service option (Sunday service is currently funded through 9/30/16).*** Please submit two versions of Form 6 to reflect the two pricing options. The City may add Fixed Route, ADA Paratransit, Express or other services at a later date during the Contract utilizing the agreed upon service rate(s).

#### 5.C.5. Holidays

Service shall not be operated on major holidays designated by the City if they fall on a regular service day: **New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.** The City reserves the right to unilaterally amend the holiday schedule during the course of the Contract.

#### 5.C.6. Special Service

The Service Provider shall perform special services as requested by the City. These services include but are not limited to seasonal routes, and special events assigned by the City. The Service Provider shall not schedule any Special Service.

The Service Provider shall make available to the City, buses and/or LTVs and operators for these special services at no charge to the requesting agency, such costs having been included in the original revenue vehicle hour cost. Such activities may involve operation of the vehicle as well as stationary exhibitions. Such promotional activities shall not exceed 0.5 percent of the total annual revenue hours of both Fixed Route and ADA Paratransit services. Any Special Service requested by the City after the 0.5 percent threshold has been exceeded shall be compensable at the standard revenue service rate for Fixed Route services.

#### 5.C.7. Dispatching/Road Supervision

The Service Provider will be responsible for all vehicle dispatching and management including sign-out/in of bus operators, vehicle and route assignments, incident management both on the road and at the Rider Transit Center, providing back up for Customer Service at the Rider Transit Center, and supporting road calls.

#### 5.C.8. Rodeos and Other Transit Industry Events

The City highly encourages the Service Provider to participate in transit rodeos and other industry events as a means of

encouraging quality service and a spirit of enthusiasm, professionalism, and cooperation. The Service Provider must send one key manager, three Fixed Route drivers, and at least one ADA Paratransit driver to the transit rodeo competition at the NCPTA annual state transit conference to represent the system. Any City bus used for the practice or competition of Rodeo participation shall be approved by the City. The selected service provider should also be an active member of state and national public transportation associations. **\*\*Note:** *The City of Concord will be the host location for the 2016 and 2017 North Carolina Public Transportation Association Annual Conference, Expo & Rodeo.*

#### **5.D Vehicle Provision**

The City will provide 10 transit buses, 6 LTVs (two current and four to be purchased new) and one service truck for the operation of the transit system (see Appendix A).

##### **5.D.1. Service/Support Vehicles**

The selected Service Provider must provide all other vehicles used to support the service such as supervisor's and bus operator relief vehicles. The two current LTVs provided by the City are considered support vehicles and may be available to be used by Supervisors and as Relief vehicles. The four new LTVs will be considered Revenue Service vehicles only. All other uses of the LTVs require written permission from the City. The Service Provider must provide a list of additional support vehicles to be approved by the City, which must be no more than 3 years old at the start of the contract, and must be in excellent condition as they will be representative of the Service when in use. The Service Provider may not use any City revenue vehicles for support functions, such as bus operator relief, without the express consent of the City. The Service Provider will furnish and maintain all necessary additional support vehicles in order to ensure field supervision mobility, bus operator field relief capability, road call maintenance, and vehicle towing throughout the service area at all times while the vehicles are operated. All vehicles purchased/provided by the Service Provider for use on this contract must meet the color and logo standards for Rider Transit vehicles. Towing and road call services may be handled by contractual agreement with local firms.

##### **5.D.2. Vehicle Spare Ratio**

The City shall endeavor to provide the Service Provider with a fleet, which includes a spare ratio of at least 15 percent. The current spare ratio is 42%.

### **5.D.3. Vehicle Replacement Program**

All vehicle replacements will attempt to adhere to the City's vehicle replacement plan that follows federal and state regulations. Currently, grant funding has been secured to replace the two (2) 2008 Gillig traditional diesel buses in 2017-2018 with two hybrid buses and to replace the two (2) 2010 Ford LTVs in 2017, as well as purchase four (4) new 2016 LTVs for the new Paratransit service; however, the City makes no representation nor provides any assurance of a specific replacement plan. Other than outlined in this paragraph, the Service Provider should not assume any plans for replacement of the vehicles during the life of the contract.

### **5.D.4. Communications Systems**

The City has provided a two-way communication system on all the revenue vehicles. This system allows for both vehicle-to-base and supervisor communication. The Service Provider shall be responsible for ensuring the communication systems is properly cared for, and that any maintenance issues are reported promptly. The City will be responsible for maintaining base stations, and portable and mobile radios (see Appendix A), assuming normal wear and tear. Repair and/or replacement of City provided communication equipment damaged by Service Provider personnel will be the responsibility of the Service Provider. The Service Provider will be expected to supply compatible cell phone technology to their key staff (management, operations, maintenance) and supervisors to provide both a prime and alternative means of communication. Drivers are prohibited from using any personal communication technologies while operating a vehicle pursuant to this contract. No driver will be allowed to make personal calls or texting while inside a vehicle. Only direct communications with dispatch is authorized. Use of personal, non-work communication technologies while operating a vehicle involved with this contract shall require immediate termination of employment of the employee involved. The City will assess a \$500 penalty for every instance where it can be verified via video surveillance that a driver was texting or making a personal call on their cell phone during the operation of their vehicle.

### **5.D.5. Fuel**

The City will be responsible for supplying all fuel for revenue service vehicles. The Service Provider must provide necessary infrastructure to house and dispense the fuel. At a minimum, a 10,000 gallon tank for diesel fuel must be provided by and be maintained by the Service Provider. The Service Provider must follow all applicable federal, state, and local laws regarding the storage and dispensing of petroleum products. The transit buses

will be operated with B-20 bio-diesel. Any additives determined necessary by the Service Provider will be the responsibility of the Service Provider and must be deemed safe for use and meet OEM specifications to ensure no damage to City equipment or components. The Service Provider will abide by the City's Idling Policy.

#### 5.D.6 Technology

**Clever Devices/DRI Talking Bus & Control Center/OTvia CAD/AVL system** – All buses and LTVs are equipped with Clever Devices/DRI's talking bus voice announcer feature, which is tied in with their CAD/AVL product. The Service Provider will be required to provide upkeep and maintenance and any follow-up training that may be required, and will update both the talking bus and CAD/AVL systems whenever route changes/stop changes warrant. All drivers/supervisors must be familiar with the Talking Bus and Control Center/OTvia CAD/AVL systems prior to the implementation of the contract.

**Electronic Vehicle Inspection System (Zonar)** – All buses and LTVs are equipped with Zonar electronic vehicle inspection devices provided by the City. The Service Provider will be expected to ensure that all employees are trained and how to properly use the system and are expected to utilize it fully to assist with the safe maintenance and upkeep of the vehicle fleet. *The Service Provider will be required to pay the monthly service fees for each unit, as well as provide upkeep, repair/replacement, maintenance and any follow-up training that may be required.*

**Bicycle Racks** – All buses will initially be equipped with bicycle racks by the City. The Service Provider will be required to provide upkeep, maintenance, replacement and any follow-up training that may be required. All drivers/supervisors must be familiar with the bicycle racks prior to the implementation of the contract.

**Video Surveillance** – All buses are equipped by the City with 10 camera (LTVs, 9 cameras) AngelTrax digital video and audio surveillance equipment. The Service Provider will be required to provide upkeep, repair/replacement, maintenance and any follow-up training that may be required. All drivers/supervisors must be familiar with the video surveillance equipment prior to the implementation of the contract. The Service Provider will be required to download and provide to the City video recordings of any accidents or incidents that take place in or outside the buses. These recordings will be on a USB drive or similar media and shall be accompanied by a completed City of Concord Accident Report.

## 5.E. Service Changes

### 5.E.1 General

The City reserves the right to adjust as necessary service levels during the term of this contract. This includes any adjustment necessary in vehicles allocated to perform this Service. The City shall have the option to implement new service, add or delete from the given schedule or to re-deploy the service to other areas based on demand or increase of service productivity. The Service Provider will provide Service subject to route changes, additions and deletions during the term of this Contract. The proposed revenue cost per hour or fraction of an hour, if less than one hour, will apply to any changes made according to this section.

### 5.E.2 Modifications

Modifications to the routes and schedules will be required from time-to-time. Service Provider shall provide field supervisory personnel at strategic locations whenever emergencies or other non-recurring events affecting normal service take place.

- a. **Minor Route and/or Schedule Changes** - While the City will in most cases provide notice of route and schedule changes at least one week in advance, as little as 24 hours notice may be given to respond to minor adjustments. Such changes will likely not require a re-bidding of the bus operator work runs by the Service Provider although they may occasionally “unhook” two pieces of work. Such changes will typically constitute not more than 5 percent of the existing revenue vehicle hours and/or miles. Minor adjustments, depending on the time frame allowed, may be given verbally and then confirmed by a written memo. Route and service modifications necessitated by detours and/or recurring events (e.g., street closure) are also the responsibility of the Service Provider but must be approved by the City.
- b. **Major Route and/or Schedule Changes** - Major route changes are those that exceed the 5 percent above for minor route changes and may cause the Service Provider to have to re-bid the bus operator work runs. Except for emergencies, the City will make every effort to implement major service changes on a fixed predictable schedule in coordination with the Service Provider’s periodic bus operator work run bids. In most cases, the City will give the Service Provider four weeks to respond to major changes requiring more drivers or major adjustments to work shifts. The Service Provider is responsible for run cutting, and shall submit a proposed run cut within one week of receiving a major change announcement from the City. The City shall endeavor to review, approve, and/or and comment, if needed, within five working days. The City will give major

changes to the Service Provider in writing. The City reserves the right to approve all run cuts, as they serve as the basis for determining Service Provider payment. The City may desire to expand the fixed route system and offer express route service to surrounding communities and destinations. This expansion may cause the Service Provider to have to re-bid the bus operator work runs.

- c. **Route and Service Modifications Caused by Non-Recurring Events** (e.g., freeway accidents, weather, etc.) are the responsibility of the Service Provider. In case of an emergency, the Service Provider shall respond to modifications to service immediately. When such non-recurring event will make other coordinated assignments of the vehicle more than 15 minutes late, the Service Provider shall dispatch supplemental vehicle(s) to ensure such trip(s) are minimally impacted by the event at no additional cost to the City. The City must approve all service adjustments prior to implementation.
- d. **Contingency Plan** - The Service Provider is expected to take any necessary action to prevent or minimize inconvenience experienced by our passengers and make an effort to ensure their safety and comfort at no additional cost to the City. In the event of a service disruption or delay that would prevent a driver from making all scheduled pick-ups or completing the trip on time, the Service Provider is expected to respond accordingly with a contingency plan. Contingencies might include “bumping up” driver trip assignments and/or dispatching replacement vehicles to cover late or “missed” trips in order to alleviate potential overcrowding which would otherwise result on trips scheduled to follow a missed trip. It may also include dispatching replacement vehicles from a staging area to reduce the time that passengers would otherwise spend waiting for the next trip. In the event of a disabled vehicle it may involve diverting other buses to pick-up transferring passengers. Service disruptions or delays could include any of the following: an accident, mechanical failure, severe traffic back-up, detour or road closing, a driver’s failure to either report on-time or perform the run to which they were assigned, or improper training.
- e. **State, Regional or City-Wide Emergencies** – Upon declaration of any emergency by the Governor of North Carolina, and/or the Mayors of Concord or Kannapolis; the Service Provider may be responsible for a number of transportation-related activities, including the development of emergency travel routes and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Service Provider shall deploy vehicles

in a manner described by the Concord City Manager and/or Transit Manager as part of an Emergency Operations Transportation Services Plan. However, the City shall compensate the Service Provider for service that significantly exceeds the normal expense of operating the Service during such period of declared emergency.

- f. **Vehicle Breakdown** - The Service Provider shall dispatch a spare vehicle in the event of a vehicle breakdown. The maximum response time from the moment a trouble call is received until a substitute vehicle arrives shall not exceed 30 minutes. The City reserves the right to establish additional criteria regarding reliability of response in the event of breakdowns. The failure to respond to a vehicle breakdown within the allotted time will subject the Service Provider to liquidated damages as described in Section 9.7.

### **5.E.3 Services Not Operated**

The City will not compensate the Service Provider for services not operated, including regular service suspended due to weather or other unforeseen circumstances that create a potential hazard for customers, personnel and property.

## **5.F. PERSONNEL ORGANIZATION**

### **5.F.1 Wages and Policies**

Service Provider shall be obligated to pay wages and provide benefits for its employees, and shall cause the withholdings to be made as required in the performance of this contract. Without any additional expense to the City, the Service Provider shall comply with the requirements of employee liability, worker's compensation, unemployment insurance, Social Security, the Affordable Care Act and any other current and future legal requirements. The Service Provider must comply with the provisions of the FTA's Drug and Alcohol Testing Regulations. The Service Provider shall hold the City harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

The City encourages the Service Provider to hire and retain a stable workforce experienced with working in public transit to help ensure a high quality of service to our customers and our community. The Service Provider's staffing plan must address how drivers and other personnel under the current contract are to be phased in based on tenure. The plan should take into account

employee retention needs and current years of experience with existing drivers that may be hired as part of this contract. In addition, it should show the wage ranges for all drivers, as well as the wage range or proposed salary for all other staff and include a detailed description and cost breakdown of their benefits package (i.e. leave, health insurance provider and benefits levels, etc.).

#### **5.F.2 13 (C) Agreement**

The City will not become a signatory party to any Transit Employee Agreement between service providers and organized labor units, pursuant to 49 SC Section 5333(b) (formerly Section 13 of the Urban Mass Transportation Act of 1964).

#### **5.F.3 Removal/Reassignments/Absences**

The City shall have the right to demand removal from the project any personnel furnished by the Service Provider. The City must be notified of new hires or reassignments of project personnel. Further, the City must be notified of all extended absences of project management personnel and any position vacancies of more than one week. The Service Provider is required to fully staff those positions as proposed in its submittal. Any change in the Project Manager, Operations, Safety & Training, Maintenance staff, or other position to be determined to be of key importance by the City shall require written approval of the City.

#### **5.F.4 Employee Standards**

Vehicles shall be operated with due regard for the safety, security, comfort, and convenience of passengers and the general public. Vehicle operators must have a valid Commercial Driver's License (CDL) with appropriate endorsement, and each operator must submit to a DOT medical examination every two years from the startup of service. All drug testing and surveillance efforts on the part of the Service Provider shall be explained and provided in writing to vehicle operators. Vehicle operators must be trained in all operational procedures relating to the service. Training must include the City's instructed techniques for serving the public in a helpful and courteous manner to maintain Rider Transit's high customer service reputation.

The drivers must meet or exceed the following standards to perform under the City's transit program:

- a. The Service Provider shall conduct pre-employment nationwide Department of Motor Vehicle and Criminal Background checks of all personnel for this project, for all Independent Service Provider or subcontractor employees hired for service. The Service Provider must also adhere to any other random or reoccurring City testing policy in effect.

DMV records shall be checked annually for accidents, tickets for vehicle code violations, and review for valid driver's licenses of its employees whose job requires them to operate vehicles for this project. Each operator must meet the following requirements:

1. Must have a valid NC driver's license (CDL endorsement must be obtained prior to operating vehicle); and have no more than five points on driver's license at any given time;
  2. No felony conviction or serious misdemeanor offenses within the last seven years;
  3. If license has ever been suspended, operator must have two full years with no violations; and
  4. No record of any drug or alcohol offense within the last seven years.
- b. Not be under the influence of alcohol, controlled substances, or prescription medication that impairs his/her ability to safely perform the Services.
  - c. Not have any outstanding warrants for arrest.
  - d. Be able to read, write, and speak English.
  - e. Be able to count money and understand the City's fare structure.
  - f. Have thorough knowledge of the City's routes and service area. Drivers must be supplied with appropriate, up-to-date street maps, GPS navigation systems and/or driver directional manuals.
  - g. Understand and maintain knowledge of the service system design.
  - h. Have a thorough understanding of customer relations or be trained in such matters.
  - i. Maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of Service.
  - j. Possess good character and reputation.

Employees of the Service Provider who normally and regularly come into direct contact with the public and/or City employees shall be clearly identifiable by, at a minimum, individual uniforms with name badges, name tags name plates, or identification cards approved by the City.

The Service Provider shall assure that its employees serve the public and/or City employees in a courteous, helpful, fair, and impartial manner. All employees of the Service Provider in both field and office shall refrain from belligerent behavior and/or profanity. Such behavior may be grounds for the City to request termination of employees involved in such actions/activity. Correction of any such behavior and language shall be the responsibility of the Service Provider.

In the event a report is received alleging an employee(s) of the Company was discourteous, belligerent, profane or in any way intimidating, either physically or verbally, the Company shall, within 24 hours, submit a written report to the City's Transit Manager outlining the complete details of the incident. Said report shall include the nature of the incident, time, date and location, and name, address and telephone number of the person alleging the violation. The report shall also include the name and title of the employee and what disciplinary action, if any, was taken.

Please note that Service Providers' ability to attract and retain an adequate number of qualified vehicle operators is essential to efficient and effective service delivery. Excessive employee turnover, an indication of the Service Provider's inability to maintain an adequate well-trained number of operators and extra board personnel, may otherwise result in performance issues that will not be satisfactory to the City. Examples of such issues include but are not limited to: excessive missed trips, late trips, under-trained operators, and work coverage by supervisors and other management personnel. Such conditions may subject the Service Provider to liquidated damages as provided in Section 9.7 or to termination of the contract for non-performance as stated in Section 9.10.

#### **5.F.5 Management**

In addition to drivers, the Service Provider shall employ and train such other persons as may be necessary in order to enable the Service Provider to perform the Services provided for hereunder. Service Providers shall cause such persons, whether employed directly by the Service Provider or made available through subcontractors, to perform all necessary supervision, management, and coordination of all aspects of such Services. In addition to on-site personnel, additional training and certain administrative activities may be provided by regional or national Service Provider personnel, so long as plans for these centralized functions are spelled out as a clear part of the Service Provider's Proposal. The Service Provider should supply the City with a job description for each proposed management or supervisory position dedicated to

the project. The City reserves the right to approve each member of the Service Provider's management staff and to require the Service Provider to add or to eliminate management positions.

Personnel must also report all passenger complaints and operational problems to the City's Transit Manager within 24 hours of discovery.

Specific management positions required include:

- a. **Project Manager** – The Service Provider will designate a Project Manager/General Manager who will oversee the proper operation of the Service. Due to the critical role of the position of Project Manager, it is required that this person be identified and his/her resume included in each Service Providers Proposal. The City reserves the right to approve any change of the Project Manager for this Service, and will consider the award of Contract to be probationary pending full-time assignment of the Project Manager for a term of 180 days. The Service Provider must receive the City's written approval prior to change of personnel of this position. The Project Manager will provide both on-line supervision and management of the project's accounts and operating records. If the Project Manager is dedicated or responsible for the management of and/or used as a resource for any other projects, the Service Provider must submit and support as part of this RFP this percentage and the time the Project Manager will be assigned to the management of services in this RFP. The Service Provider Project Manager must be accessible in person to the City at a minimum during regular working hours (Monday through Friday 8:00 AM to 5:00 PM) and via telephone or cell phone, 24 hours per day, seven days per week. The Project Manager must notify the City Transit Manager whenever they will be absent for longer than a day.

On-line supervision shall include, but not be limited to the following duties:

- Training and scheduling of all regularly assigned project personnel;
- Arranging the assignment of backup personnel whenever necessary;
- Distribution and collection of operating reports; and
- Daily monitoring and security of the collection of all fares.

Project Management shall include, but not be limited to the following:

- Preparation of monthly summaries of operations data;
  - Maintenance of project accounts;
  - Preparation of a monthly invoice, which will document all charges;
  - Immediate responsibility for any operational/maintenance problems and/or passenger complaints and accurately reporting these problems in a timely manner;
  - Resolution of issues and complaints reported to the Service Provider staff directly, or by the City's Transit staff;
  - Coordination with city and transit oversight boards and commissions;
  - Accident review and analysis and reviews for accident chargeability; and
  - The hiring and discipline of personnel.
- b. **Supervisory Staff** – The Service Provider shall, at a minimum, include in their Proposal the resumes of additional critical management staff for the following required positions – Operations, Safety & Training, and Maintenance, as these key positions play critical roles in the continued successful provision of the Service.

#### **5.F.6 Maintenance Personnel**

The Service Provider shall employ mechanics, shop and bus service attendants (cleaners), and other personnel to perform maintenance on the City's vehicles. The City will take into consideration the ASE certification of the maintenance personnel in the review of this RFP. All repair work must be performed by maintenance personnel who have demonstrated experience and skills in the work to be performed. The Service Provider's maintenance personnel will be knowledgeable of engines, transmissions including hybrid propulsion systems, major vehicle HVAC systems, wheelchair lifts, braking systems, diagnostic procedures, electrical system, and related mechanical parts, methods, and procedures normally used in servicing mechanical equipment for heavy-duty buses and Light Transit Vehicles (LTVs).

The City reserves the right to approve or reject a subcontractor relationship for the maintenance of its equipment. If the Service

Provider wishes to provide maintenance via subcontract, the City will require evidence of the maintenance subcontractor Provider's capability and experience with transit rolling stock.

## **5.G EMPLOYEE TRAINING**

### **5.G.1 General Requirements**

The Service Provider's requirements for Service orientation range from covering the completion of trip and vehicle reports to the operation of vehicle electronics & communication systems (i.e. radios, Talking Bus System, CAD/AVL, Zonar, electronic destination signs and electronic fareboxes, digital camera operations, etc.) to the safe operation of all vehicles in the City's fleet, to training in sensitivity to rider needs.

### **5.G.2 Vehicle Operation**

The Service Provider shall provide a program of driver training in vehicle orientation, safe bus operation, passenger relations, fare collection, route and schedule orientation, ADA compliance, and on-time performance prior to permitting any driver to operate any vehicle in revenue service. The Service Provider shall also provide an ongoing safety program and a defensive driving program to ensure a safe operating environment. Further, the Service Provider will retrain drivers in any of the above areas as required by changes in the Service, fares or operating environment or as demonstrated by unsatisfactory performance. The Service Provider shall make such changes in its safety and training program as the City may, from time-to-time, reasonably request.

### **5.G.3 Safety, Security and Customer Service Training**

The Service Provider must provide vehicle operators with training on the safe operation of the vehicles prior to operating in scheduled service, and the City must approve all training as to scope. The Service Provider will ensure the safety and security of passengers and adherence to system rules and regulations at all times, including but not limited to: driver training, retraining and monitoring; diversity sensitivity; sexual harassment, use of seat belts; use of child restraint systems; vehicle maintenance; maintaining order in and around vehicles; Americans with Disabilities Act requirements; providing safety, security and emergency procedures, etc. All vehicles shall be equipped with an operational fire extinguisher, biohazard kits, child seats (excluding Fixed Route buses), seatbelt cutters, and appropriate first aid kits.

## **Safety & Security Training**

Violent or seriously disruptive behavior on Rider vehicles or at the Rider Transit Center is very rare and will not be tolerated.

Disruptive behavior includes, but is not limited to the following:

- carrying or brandishing weapons;
- loud, foul or abusive language;
- fighting with other Passengers;
- sexual, racial or other harassment of other Passengers and/or employees;
- throwing items or yelling out of the vehicle windows or doorway;
- vandalism;
- drunkenness or impairment from other substances;
- interfering with an Operator's ability to safely drive and operate the vehicle;
- the willful disregard for the safety of others; and/or
- playing portable electronic devices etc. without personal headphones that ensure that other Passengers are not disturbed.

## **Customer Service & Sensitivity Training**

As the City values all riders, the Service Provider must provide its drivers and staff with comprehensive customer relations/sensitivity training. The Service Provider's training personnel must be certified (describe and document certification) to conduct such training. This training should include understanding specific training on how to best assist and serve riders who are disabled or elderly, for both Fixed Route and ADA Paratransit services.

Ongoing training in support of safe operations shall be an essential component of the operator's training program, and all operators shall be subject to review based on their performance record. ***All operators are required to have a minimum of one (1) on board and one (1) trail check evaluation of their driving, safety and customer service skills annually, with documentation provided annually to the City on or before July 1<sup>st</sup> of each year.*** In addition, the Service Provider will be required to provide all supervisory and management personnel with Safety & Security, Management, and Customer Service training on an ongoing basis. The City reserves the right to participate in training sessions to learn firsthand the level of instruction, as well as conduct evaluations on all Service Provider personnel.

## **ADA Specific Requirements**

All drivers must be trained to comply with Title II and Title III of the Americans with Disabilities Act (ADA) any additional ADA or Federal Transit Administration (FTA) training or testing that may be required by law. Refresher training on this subject should be conducted on annual basis.

All personnel are responsible for knowledge of the full service system design - Fixed Route ADA requirements, ADA Paratransit requirements, including but not limited to: eligibility and reservations policies and pick-up time windows, connections to other regional public transportation services, tie down requirements, kneeling feature & lift/ramp operation, Talking Bus feature including manually override and use, service animal regulations, reasonable accommodation procedures, general first aid, and maintenance of ADA accessibility features on each vehicle. Service Provider personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of both ADA and non-ADA services.

Personnel must also report all passenger complaints and operational problems to project management staff, which in turn must communicate those complaints and issues to the City.

## **Quality Assurance Program**

Explain in detail how the customer service, safety, and security program components will be monitored to ensure the delivery of a high quality service, including a call monitoring system that will record calls with ADA Paratransit customers and reservationists/schedulers and (if option is exercised) customer service staff. The Service Provider must have the capability to send the City requested recordings via electronic format.

### **5.G.4 Statistical Counts and Counting Devices**

The Service Provider will require its bus operating personnel to make manual and automated counts on their buses of operating statistics that the City shall deem necessary. Such statistics may be passenger counts by fare category; notations of boarding and alighting locations, or changes in trip manifest information. These counts may be by observation and recorded manually, through the use of manually operated counting devices or with automated fareboxes whichever applies. The Service Provider shall provide

training to all of its affected vehicle operators, mechanics and other personnel that use or repair the equipment. Such statistical data, whether manually or electronically collected and/or recorded shall be made available to the City daily, weekly and/or as otherwise specified in electronic format. Such information shall be formatted as specified by the City.

## **5.H. REPORTING REQUIREMENTS**

The Service Provider shall be required to maintain all project records as requested by the City in approved formats. The Service Provider shall permit authorized representatives of the City to examine all data and records related to the project upon request by the City or according to the scheduled reporting periods. All project records prepared by the Service Provider shall be owned by the City and be made available to the City at no additional charge.

The City may elect to authorize representatives of other project funding partners to inspect, audit, and analyze the records of the Service Provider in operating this Service. The Service Provider shall maintain all records within the Area, and make them available to the City for four years following final payment. In addition to hard copies, records will be made available in a PC-compatible format to be specified. The Service Provider shall supply all needed computer equipment and peripherals and shall use software compatible with that used by the City (Microsoft Office 2013). The Service Provider must have email capability in order to electronically communicate with City staff on a daily basis, including cell phone email access for key management staff.

### **5.H.1 Financial Records**

The Service Provider shall establish and maintain within a separate account all project expenditures and any other relevant financial records or documents. The Service Provider must conform to the FTA Uniform System of Accounts.

### **5.H.2 Invoices (Refer to Section 9.3)**

The Company Project Manager shall submit monthly invoices to the City within ten calendar days of the following month for Services rendered during the reporting period.

### **5.H.3 Management Information System (MIS)**

The Service Provider shall be responsible for producing and maintaining a current and relevant MIS database for the City as required at no additional charge. The MIS will serve as a database for both the City and the Service Provider to monitor and evaluate the productivity of the service. At a minimum, the Service Provider's key management personnel and subcontractors' management

personnel shall be required to have e-mail and electronic file transmission capabilities with the City at all times.

The following gives an indication of the general types of reports and submittal dates required. Because some overlap exists between required data elements, the Service Provider should exercise economy wherever possible by maintaining a single database from which various report data is extracted.

- a. **Daily Operations Report:** No later than 12 noon on the following business day, the Service Provider shall submit to the City Transit Manager a Daily Operations Report using the form found in Section 10, **Form Nine**, or an agreed upon equivalent. This report shall summarize the previous day's operations activities including a driver report, identified service loss and/or missed trips, road calls & vehicle breakdowns, additional/added miles and hours, number of vehicles in preventative maintenance status, number of on-time trips monitored, number of complaints/compliments received, vehicle accidents/incidents, personnel levels, and driver training status. All unusual circumstances regarding the daily operations, including detailed information to explain issues noted on the Daily Operations Report should be communicated in writing via email with the report included as an attachment. Identifying a missed trip on this form shall constitute a proper report of such error and avoid the "Non-Reporting" liquidated damage amount.
- b. **Daily Trip Reports:** The daily portion of the MIS database shall be compiled on a summary basis for each route operated by the Service Provider. Trip by trip breakdown of ridership by report may be requested by the City. Such reports shall be made in the format approved by the City and submitted to the City daily.
- c. **Monthly Report:** The completed monthly MIS shall be made available to the City in a format approved by the City and submitted to the City no later than the tenth day of the following month.
- d. **Operator Reports:** The Service Provider shall cause each driver of each bus to collect data and prepare a daily report to provide all necessary information to update the MIS database. The Service Provider shall at all times maintain such reports.
- e. **Performance Reports:** The Service Provider shall from time-to-time be requested by the City to prepare and deliver bus service performance reports and other data in addition

to or as a substitute for the data required to be reported as part of the MIS submissions.

#### **5.H.4 Passenger Comments/ Complaints**

The Service Provider will be primarily responsible for investigating, addressing and reporting on comments, commendations, requests for service and complaints.

- a. **Comments/Complaints Received By The Service Provider:** Rider's customer service staff receives and documents most telephone, written, e-mail, or walk-up customer complaints; however, Service Provider employees may receive such kinds of comments and complaints from time to time and will always be the principal recipient of customer inquiries/complaints on the buses. All Service Provider employees shall document reported operational problems or passenger complaints and provide them to City Transit Staff. The failure to submit complaints will subject the Service Provider to liquidated damages outlined in Section 9.7.
- b. **Comments/Complaints Received By The City:** In some cases, the City will receive and document passenger comments/complaints directly, log them into its customer service database and forward the copies to the Service Provider for investigation and response via e-mail. Within two working days of receiving a documented customer comment/complain, the Service Provider shall provide the City with all required information regarding the bus operator's name, bus number, and location via email. The Service Provider will document a response to the comment/complaint noting any personnel actions such as discipline or retraining that will occur. The City places great importance upon the timely and thorough resolution of passenger comments/complaints. The Service Provider will be required to attach the same significance to each passenger comment/complaint regardless of origin or circumstances.
- c. The City records and tracks the number of formal complaints received each year as one means of gauging and monitoring customer satisfaction with the provision of service. A subset of this indicator measures the number of formal complaints received by Rider Transit Customer Service staff per 100,000 passenger trips specifically related to the Service Provider. Service Provider-influenced complaints include complaints related to service, driving safety, operator behavior, and employee behavior. The goal for this indicator is no more than 6 preventable complaints per 100,000 passenger trips for Fixed

Route, and 6 preventable complaints per 100,000 passenger trips for ADA Paratransit.

#### **5.H.5 Vehicle Records**

The Service Provider shall maintain a complete vehicle history of every vehicle provided within this project. The fleet maintenance system shall be automated and be part of the Service Provider's electronic MIS report. The Service Provider shall maintain an individual file for each vehicle, to include by date of action, all preventive and repair maintenance functions including: warranty work, inspections, parts usage, unscheduled maintenance, fuel and oil usage, labor expended on each vehicle, and any other pertinent maintenance data. Paper and electronic versions of these files shall be organized by vehicle number. The Service Provider is responsible for keeping the vehicle file current throughout the term of the Contract and shall make available complete copies of all vehicle files to the City at the end of the contract. The City or its agent shall have immediate access to all vehicle maintenance records during planned or unannounced visits or inspections of the Service Provider's facility for the duration of the Contract.

#### **5.H.6 Vehicle Defect Reports**

The Service Provider shall maintain records regarding any vehicle defect that occurs. Zonar electronic vehicle inspection devices shall be made available to drivers and staff on all buses and LTVs operated under this contract to create and maintain vehicle safety inspection records. A vehicle defect report shall be completed daily on each vehicle prior to service and after service and filed chronologically by vehicle number. The vehicle defect reports shall be kept on file for the duration of the Contract term and copies of all defect reports shall be made available to the City by request and upon completion of the Contract. The Service Provider shall submit a summarized vehicle maintenance report to the City by the tenth day of each month. The report shall be in a form mutually agreed to by both parties.

#### **5.H.7 Accident/Incidents & Reporting**

The City's highest priority is providing a safe public transit system for its citizens. Safety will be measured by the number of preventable accidents for each 100,000 miles of operation. The goal that has been established for the accident rate is 0.50 accidents per 100,000 revenue miles. The Service Provider shall be required to notify the City regarding any accidents or incidents in Service provision and/or involving any City vehicles. Notification must be made by telephone within 15 minutes and via email within 24 hours on a City-approved accident or incident form.

The Service Provider shall notify the City of any of the following accident/incidents:

- Collisions between a City vehicle and another vehicle, person or object;
- Single vehicle accidents or incidents;
- Passenger accidents, including falls while passengers are entering, occupying or exiting the vehicle;
- Disturbances, fainting, sickness, deaths or assaults;
- Accidents the driver witnesses;
- Vandalism to vehicles, facilities, and transit amenities while in service and/or out of service;
- Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against the Service Provider or the City;
- Any passenger, driver, supervisor, and service complaint that arises from an accident. If the accident/incident involves injuries or extensive property damage, the City shall be notified immediately (regardless of hour or day); and
- Accidents or incidents that occur at the operating and maintenance facility.

The Service Provider shall make available to the City, through its records or the records of its insurer, information regarding a specific claim. Any loss run information available from the Service Provider or its insurer will be made available to the City upon its request.

Failure to adhere to the above conditions will subject the Service Provider to liquidated damages outlined in Section 9.7.

#### **5.H.8 Disaster Recovery Plan**

The Service Provider must provide the City as part of their RFP response package a copy of its written disaster recovery plan to be used in the event of a computer hardware failure, fire or any other disaster. This disaster recovery plan should include off-site storage or backup information.

#### **5.H.9 Other**

In addition to the above-mentioned formal reports, the Service Provider shall keep up-to-date and accurate records of the following (at a minimum):

- a. Driver pre-trip & post trip inspection logs (Zonar);

- b. Daily dispatcher report (Fixed Route and ADA Paratransit);
- c. Daily driver logs by run;
- d. Daily roadcall reports;
- e. Fare and pass information by driver run by day;
- f. Records for bus operating personnel as required to meet USDOT FTA Commercial Driver Regulations; and
- g. Other information as deemed appropriate.

These records will be made available to the City by the Service Provider at the City's request.

## **5.I. COORDINATION**

### **5.I.1 Primary Contact**

The Service Provider's designated Project Manager and/or his authorized representative shall be responsible for all day-to-day coordination efforts with the City. All correspondence from the Service Provider shall be directed to the City Transit Manager and/or their authorized representative's attention.

### **5.I.2 Service Coordination**

Service Provider shall, as directed by the City, coordinate closely with affected municipal, county, state, and private representatives on all service matters that affect the daily operation of the City's bus Services, such as road closures or inclement weather and as they may affect the operation of service. The City will consult and collaborate with Service Provider on road or weather conditions and communicate necessary detours and service disruptions during inclement weather events. Both the City and Service Provider come to a mutual decision in regard to any change in normal service hours. Public information will be distributed by the City staff online and via Customer Service at the Rider Transit Center for Fixed Route passengers. The Service Provider will be responsible for platform, on vehicle, and street notification to Fixed Route passengers, as well as all communication with ADA Paratransit passengers.

### **5.I.3 Passenger Surveys**

Documentation of the Services will be provided through passenger surveys. Drivers and/or Service Provider staff will administer these surveys. City staff or other authorized representatives of the City also may perform surveys. It is the responsibility of the Service Provider to ensure the cooperation of all personnel with any operational procedures pertaining to survey work, including the

distribution of survey questionnaires, recording and analysis of data collected, and other such tasks.

#### **5.1.4 Coordination Meetings**

City staff/Service Provider meetings shall include at least one meeting every month. Upon mutual agreement these meetings may be scheduled more or less frequently. The Service Provider shall be available to attend public meetings at the City's request to discuss the status, performance and proposed improvements of the bus system. This requirement may be set less frequently upon mutual consent of both parties.

#### **5.1.5 Citizen Meetings**

The Service Provider shall, upon request of the City, attend citizen meetings to provide information concerning the transit system.

### **5.J USE OF VEHICLES/CITY ASSETS**

#### **5.J.1 Customer Service**

Periodically, the City may conduct in person, onboard or online customer surveys of current and previous riders to ensure that the level of customer service is maintained to the City's satisfaction.

#### **5.J.2 Advertising Sales Program**

The City retains all rights to interior and exterior third party advertisement on any and all vehicle(s) for this Service. The City has sole responsibility for the generation of revenue by advertising on the interior and exterior of these vehicles or any leased/rented vehicles supplied by the Service Provider. The Service Provider will be required to place any and all transit related information, advertising signs and literature, provided to the Service Provider by the City, and to remove said advertising on removal dates indicated by the City. **The Service Provider is expected to adhere to the City's Advertisement Policy.**

#### **5.J.3 Exclusive Use**

The Service Provider shall not enter into an agreement with any other party for use of equipment and/or personnel dedicated to this Service without the approval of the City.

### **5.K MARKETING PUBLIC RELATIONS**

All marketing and media relations are the responsibility of the City. Marketing activities include but are not limited to: all advertisement media, business contacts to promote the Service(s), flyers, schedules, route maps, direct mail, banners, radio, TV, press releases, media contracts,

trade publications, and any other such advertisement tools which may be utilized.

#### **5.K.1 Schedules/Maps/Distribution**

Schedules and route maps are to be designed and printed by the City. Distributions of maps are to be coordinated with the City to ensure that distribution locations can be frequently supplied. These costs shall be included in the Proposal costs. The City may, from time-to-time, call upon the Service Provider to assist in delivering materials when drivers or supervisors will be passing distribution locations en route to or from the start or end of a route.

#### **5.K.2 Bus Promotions**

The Service Provider shall provide buses or other vehicles under the Contract as the City may from time-to-time specify for promotional appearances, uses, and photographs at no additional cost to the City.

#### **5.K.3 Media Relations**

The Service Provider shall refer all media requests to the City Transit Manager or City Public Information Officer and shall not provide any information without prior approval by the City.

#### **5.K.4 Timetables**

The Service Provider shall ensure timetables, maps and other City-prepared marketing materials available on all vehicles used for the provision of the Service. It is the Service Provider's responsibility to always have sufficient supply of printed timetables by coordinating restocking with the City Transit Manager.

#### **5.K.5 Seat Notices/Rider Alerts**

The Service Provider shall ensure that City-generated seat notices are properly distributed to passengers and posted in visible locations in each vehicle. Drivers may choose to place notices on each seat prior to the start of each run or hand them to riders as they board. Notices shall be removed on the stated removal date.

### **5.L UNIFORMS**

#### **5.L.1 Standard Uniform**

The Service Provider shall provide standardized uniforms for all bus drivers and Street Supervisors. The design of said uniforms shall require concurrence of the City. The uniform for drivers and Supervisors shall consist of the following:

- a. **Uniform dress shirts** - Long sleeve (winter), short sleeve (summer) to be white and pressed, displaying the operator's

name. Nothing on the shirt may identify the Service Provider's name or logo without the City's permission. Supervisory uniform shirts shall be non-white in order to aid in identification. The system logo and patches shall be present on all uniforms.

- b. **Dress trousers** - black or dark gray.
- c. **Necktie** - In colors that complement the other uniform attire (not required with short sleeves).
- d. **Shoes** - all drivers and Supervisors will be required to wear black shoes while on duty. Tennis/basketball shoes, cowboy boots, suede shoes, sandals, and open-toed shoes are not allowed for driving safety reasons.
- e. **Name Tag** - Each driver and Supervisor must wear a nametag in plain view bearing the driver's name and badge number on a lanyard, the left pocket of their shirt, jacket or belt.
- f. **Belts** - all belts are to be black.

#### **5.L.2 Appearance**

At all times while performing their duties, vehicle operators and Supervisors must maintain a clean and neat appearance, must be in the approved uniform listed above.

#### **5.L.3 Personal Grooming and Hygiene**

Each driver and supervisor must also adhere to a code of personal grooming and hygiene established by the Service Provider in conjunction with the City.

### **5.M FARES AND FARE COLLECTION**

#### **5.M.1 Fare Policy**

The City will establish all fare structures, policies, media, promotions, and discounts, which may include passes, cash, coins, tickets, tokens, SMART cards and other electronically coded media or cashless system, transfers, and coupons. All contract employees must be familiar with and adhere to all parts of the adopted fare structure. The Service Provider shall cooperate to ensure the sale and processing of all fare media. The Service Provider shall not utilize any tickets, transfers, tokens, passes, cards or other non-cash fare substitutes other than those specified by the City.

#### **5.M.2 Fare Collection and Accountability**

The Service Provider's drivers or other authorized personnel will collect from all passengers on each revenue service vehicle the

amount of fare (including collection of, and/or notation of use, upon any passes, cards, electric fund transfers, tickets, tokens, vouchers, coupons, and transfers) determined in accordance with specifications and schedules specified by the City. Drivers shall record required information regarding the use of promotional fare media.

### **5.M.3 Procedure for Collecting Fares**

All drivers shall inform passengers immediately upon boarding the bus to deposit the fare in the farebox.

### **5.M.4 Correlation of Fares and Passengers**

The Service Provider should ensure that each passenger is depositing the correct fare in the farebox. The Service Provider shall ensure that the amount of fares collected is consistent with the number of passengers using the Service. Significant discrepancies (more than 2-3%) between the number of reported passengers (projected/expected revenue) and the revenue collected (actual revenue deposit) shall constitute improper reporting and is subject to liquidated damages outlined in Section 9.7.

### **5.M.5 Security and Ownership of Fares**

All fares collected in connection with all categories of revenue Services shall be the property of the City and shall be deposited by passengers immediately upon boarding the buses in the fareboxes provided on each bus. The Service Provider shall maintain the security of such fareboxes and associated revenue collection system. The Service Provider shall be responsible for providing security over collected funds, equipment in service, and all inventoried fareboxes and associated equipment.

### **5.M.6 Written Security Procedures and Fare Collection Monitoring**

The Service Provider must maintain adequate internal controls for all operations, specifically including revenue handling. The Service Provider must establish security procedures (including surveillance cameras in and around the count room) acceptable to the City and submit these procedures with the proposal. These procedures include methods to monitor fare collection and the utilization of controls and security devices that will prevent theft and expose pilferage. At least annually, the City will review Service Provider procedures and submit written findings of any deficiencies. The Service Provider is required to provide written responses to the City within 15 days and implement corrective actions within 30 days of any written findings from the City. Should there be any discrepancies between actual fares collected and the estimated fare collection amount and an investigation proves failure to adequately protect the City's revenues by the Service Provider,

then the Service Provider is responsible for reimbursement to the City.

#### **5.M.7 Revenue Accounting and Reconciliation**

The Service Provider must include a Revenue Handling Plan as part of the response to this RFP. Some of the requirements to be incorporated in this plan include:

- a. All passes, cash, coin, tickets, tokens, vouchers, coupons, other fare media and transfers must be stored in secure areas.
- b. The revenue room or any other area where the Service Provider is handling fares shall have 24/7 surveillance camera monitoring and be subject to random inspections by City staff and/or external auditors.

Revenue accounting and reconciliation requires the Service Provider to do the following:

- a. The Service Provider shall separate and retain all cash and/or coins for deposit and is responsible for depositing all fare collected into the City's bank. This includes strapping paper bills and rolling coins. The Service Provider will be responsible for all equipment and supplies required. Passes, cards, tickets, tokens, vouchers, coupons, and transfers may be required to be returned to the City.
- b. Prepare daily reports that verify revenue collections match reported passengers.
- c. Submit the monthly revenue report to the City's Transit Manager (See sample of monthly report attached in Section 10, **Form Eight**).
- d. Perform weekly written reconciliation of revenue collected with ridership information. The format of the reconciliation must be reviewed and approved by the City. These weekly written reconciliation must be available for review at the City's request.

#### **5.M.8 Farebox System**

The City-provided buses and 2 support LTVs are equipped with GFI Odyssey electronic fare boxes and/or Diamond manual fareboxes. The Service Provider is responsible for the operation and maintenance of all fareboxes provided by the City. The City and the Service Provider will mutually agree on fare collection/fare handling procedures prior the implementation of the Contract.

## 5.N SUBSTANCE ABUSE TESTING

The Service Provider must implement a written Drug and Alcohol Testing program that is in compliance with FTA Regulations found at 49 CFR Part 653 and 654. This Program must be submitted and approved by the City prior to implementation of the final Contract. This includes having written policies describing which employees are subject to testing, what types of testing will occur, which behavior is prohibited and the consequences of violating the policy, and whether the Service Providers policy is zero tolerance or if they utilize a second chance policy for first time offenders. The following types of tests must be included in the Service Provider's program:

- a. Pre-Employment;
- b. Post-Accident;
- c. Random;
- d. Reasonable suspicion;
- e. Return to Duty;
- f. Follow-Up; and
- g. Retesting (alcohol only).

The Service Provider's Drug and Alcohol Testing Program must be project specific to the City's project. Corporate-wide policies that have been found to comply with FTA regulations may be used as long as they are first modified to be specific to the City project. This includes identifying specific contact people, testing centers, and resources. Service Provider staff must perform, at a minimum, annual on-site compliance reviews at their chosen collection site, and a summary of those compliance reviews provided to the City by the end of January of each year of this contract. Service Provider must submit documentation of these reviews to the City describing any non-compliance issues with the corrective action taken.

The Service Provider's Policy shall not contradict any requirements of the FTA's or the City's Drug and Alcohol Testing Policy.

- a. **Reporting** - The Service Provider must also maintain a variety of records to document compliance with the FTA's Drug and Alcohol testing requirements. Procedures need to be in place detailing, which records need to be kept, their duration, and when individual employee records may be released. The Service Provider must make use of the most recently approved U.S. DOT Drug Testing Custody and Control and the U.S. DOT Breath Alcohol Testing (OMB No. 2105-0529) forms.
- b. **MIS Report Submission** – The Service Provider is required to complete and submit all necessary annual Drug and Alcohol Testing Reports such as DAMIS at least five (5) business days prior

to DAMIS report deadlines, or no later than January 31 of each calendar year. The City will ensure the Service Provider is provided a user ID and password, as approved by the FTA, to access the DAMIS system. This will allow for Service Provider to enter and edit relevant data to meet the City's and FTA's reporting requirements. The Service Provider shall submit a properly completed FTA Management Information System annual report summarizing the drug test results from the City project from the previous calendar year. The Service Provider must fill out separate MIS Report forms for each subcontractor as well.

- c. **Proper Licensing** – The Service Provider must secure the services of a Department of Health and Human Resources certified Testing Laboratory and use an Evidential Breath Testing device approved by the National Highway Traffic Safety Administration (NHTSA). The Service Provider's Medical Review Officer (MRO), Blood-Alcohol Technician (BAT), and Substance Abuse Professional (SAP) must all be properly certified and licensed according to 49 CFR Part 653 and 654. Prior to the beginning of this Contract, the successful Service Provider shall submit a list of these individuals, labs, and devices to the City along with copies of all required licenses and certifications for each. If at any time should any of the individuals or firms listed be changed, the Service Provider shall immediately notify the City.
- d. **Confidentiality** – To the extent permitted by law, the City Manager and the City's Transit Manager should be documented in the Service Provider's Policy to have access to test results and other documentation that the Service Provider's Project Manager has access to. All City employees shall have access to the names of the Testing Laboratory, Medical Review Officer (MRO), Blood-Alcohol Technician (BAT), and Substance Abuse Professional (SAP).

## 5.0 Environmental Sustainability

Environmentally sustainable practices are very important to Rider Transit. The Rider Transit Center is a LEED Silver facility, the first LEED certified government building in Cabarrus County. The Service Provider selected will be expected to use environmentally sustainable business practices wherever possible. Please provide a detailed description of your plans for environmentally sustainable operations of the Rider Transit system, including employee training and maintenance practices geared towards this goal. In addition, the selected Service Provider will be expected to provide sustainable development assistance (for example alternative fuel technologies vetting and implementation planning), and guidance to Rider Transit to help Rider Transit become more environmentally sensitive and sustainable in the future.

## **6. MAINTENANCE SCOPE OF WORK.**

### **6.A GENERAL REQUIREMENTS**

The Service Provider shall maintain the vehicles in the highest state of repair and conform to the maintenance requirements listed below. *For reference, the current annual fixed route revenue vehicle mileage (with Sunday service and including deadhead miles) is approximately 650,000 miles.*

#### **6.A.1 Vehicle Condition**

The Service Provider shall maintain all vehicles and vehicle equipment required by this RFP in proper repair and condition satisfactory to the City. The Service Provider shall maintain all equipment in conformance with the manufacturer's warranty requirements throughout the life of the contract. The Service Provider must ensure that all vehicle manufacturer warranty work is accomplished to guarantee City compliance with necessary warranty requirements. If the Service Provider receives an unsatisfactory rating in regard to these standards, the Service Provider shall notify the City immediately and state what is being done to correct the deficiency.

#### **6.A.2 Variations and OEM**

No variation or vehicle system modifications will be allowed without written authorization from the City. Only original equipment manufacturer (OEM) parts and supplies may be used unless the Service Provider submits a written request to the City, with all relevant documentation, for a specific case-by-case waiver from this requirement and is granted that request. As a result of the required vehicle repairs, the Service Provider shall ensure that all reassembly tasks are performed in such a manner that the vehicle remains in the OEM configuration as it was received. This includes, but is not limited to, the wiring configuration and clamping and body assembly.

### **6.B APPLICABLE CODES AND REGULATIONS**

All vehicles to be used for this Service shall be safe for operation on public streets and freeways and meet all requirements in the Federal and State Motor Vehicle Safety Standards for a bus or LTV. All parts of the vehicle and all equipment mounted on or in the vehicle shall conform to this vehicle safety standard.

### **6.B.1 Inspections**

Each vehicle is required to be inspected annually by the appropriate regulatory agency. The City shall be notified of inspections performed by any other governmental agency other than the City. The results of those inspections shall be transmitted to the City, and any applicable signed certification shall be displayed or carried on the vehicles. If a regulatory agency revokes the permits to operate the vehicles in this Service as a result of unsatisfactory inspection ratings, the buses shall not operate, and liquidated damages will be applied.

### **6.B.2 Quality Assurance and Audits**

The City shall have immediate and unrestricted access to all vehicle maintenance records during planned or unannounced visits or inspections to vehicles and Service Provider's facility for the duration of the Contract. The City shall be entitled, at all times, to conduct inspections of any bus in order to determine compliance with the provisions hereof. The Service Provider shall, upon request by the City, immediately remove from operation any bus which is determined by the City to be in non-compliance and shall repair, clean or take any other actions reasonably requested by the City in order to cause such bus to be in compliance. Nothing in this provision or in any inspection or approval by the City of any bus shall relieve the Service Provider of its obligation to maintain and operate each bus in strict compliance with the provisions hereof.

### **6.B.3 Permit and Fee Structure**

All drivers and vehicles operating in the State of North Carolina may be subject to State fees, which should be included in the Service Provider's base cost. Other vehicle licensing fees from other governmental entities for vehicles operated in this service will also be paid for by the Service Provider. All vehicles must have applicable vehicle permits, have and maintain system decals or paint scheme in good repair, and all drivers must have current CDL driver's licenses with all proper endorsements. The Service Provider must also have all applicable City (Concord and Kannapolis), County, and State business licenses.

## **6.C PREVENTIVE MAINTENANCE (PM)**

Through an approved PM Program, the Service Provider shall cause all components of each bus, including its body (including system decals and paint scheme), frame, furnishing, mechanical, electrical, hydraulic or other operating systems to be maintained in proper working condition, free from damage and malfunction. In the response to this RFP, the Service Provider shall submit to the City a complete and comprehensive PM

program. The PM program submitted by the Service Provider to the City will meet or exceed the standard manufacturers recommended or specified guidelines, including all add-on equipment installed by the second stage manufacturer. When two service categories are provided by the manufacturer such as “normal service” and “severe service”, the severe service category guidelines will be used in establishing the PM program by the Service Provider. In addition, all maintenance work shall conform, but not be limited to, the requirements of the manufacturer’s warranties. To the extent available, the City will provide a copy of the maintenance requirements of the bus manufacturers.

The Service Provider will collect oil samples at mutually acceptable intervals as part of its PM program. The Service Provider will use the results of these tests to adjust the PM program and also submit oil sample reports to the City’s Fleet Maintenance Department for review.

#### **6.C.1 Preventive Maintenance of Heating and Air Conditioning Systems**

The Service Provider shall provide a separate preventive maintenance program for the vehicle heating and vehicle air conditioning systems that meets or exceeds the manufacturer’s recommended or specified PM program. This PM program shall be submitted within the response of this RFP. All repairs and maintenance shall be performed according to the laws established by the North Carolina Department of Environmental & Natural Resources (DENR) for air conditioning service. The Service Provider shall describe by brand name and model number the refrigerant recycling system proposed and whether this system is currently in use by the Service Provider or is yet to be purchased as a result of the award of this Contract.

The Service Provider shall properly maintain operating heating and air-conditioning systems on all revenue vehicles. At a minimum, vehicle- heating systems shall be operable between October 15 and April 1 and vehicle air-conditioning systems shall be operable between April 2 and October 14. During winter service operation, the measured temperature anywhere within the interior of the coach will not be less than 65 degrees F. During summer service operation, the interior vehicle temperature shall be no greater than the higher of either 75 degrees F or 20 degrees below the ambient temperature (i.e., 100 degree ambient temperature = 80 degrees in the bus). No revenue vehicle shall be operated in revenue Service without a properly functioning heating or air-conditioning system.

#### **6.D VEHICLE DAMAGE**

The Service Provider shall repair as required all vehicle damage that occurs through the performance of this Contract as soon as practicable upon learning that such work is required. The Service Provider shall institute repairs of any significant damage to vehicles prior to return to service in a reasonable time. The Service Provider shall perform repair work expeditiously in response to identification of problems by drivers or other staff members. Service Provider shall assure the City that required repairs shall not be deferred beyond a reasonable time. Any vehicular body or structural damages such as dents and scrapes must be repaired within (30) thirty calendar days from identification of such damages. Any vehicle or equipment body or structural damages such as this not repaired within thirty (30) calendar days is subject to a fine of \$100 a day thereafter and said fine will be deducted from the Service Provider's following monthly invoice. All repairs made relative to vehicle damage shall be performed by competent repair facilities capable of restoring the damaged vehicles back to their original configuration, appearance, and structural integrity. All vehicle damage repairs in excess of \$1,000.00 should be photographed and reported to the City prior to initiating the repair.

If vehicles are damaged as a result of poor maintenance by the Service Provider, then the City may choose to have all required vehicle repair performed by a company of the City's choosing and subsequently invoice the Service Provider for the cost of repairs. This amount will be deducted from current monies owed to the Service Provider. Failure to comply with these provisions will result in the City's having all required vehicle repairs performed by a company of City's choosing and subsequent deduction of the cost of the repairs from current monies owed to the Service Provider. In addition, the Service Provider will be liable for relevant liquidated damage assessments.

#### **6.E RESPONSIBILITY**

In no event shall the City be required to repair, replace or maintain any bus or vehicle, or equipment or component of any bus or vehicle.

#### **6.F FUEL**

The City shall be responsible for supplying fuel for all revenue service vehicles. The Service Provider will be responsible for fuel storage and fuel for all other vehicles.

## **6.G PARTS, LUBRICANTS, SUPPLIES**

Service Provider, at its sole cost and expense, shall maintain stores of and provide lubricants, fluids, repairs, parts, and supplies required for the maintenance and operation of all revenue service vehicles and service vehicles utilized in providing the Fixed Route bus and ADA Paratransit Services. Once installed, tires, parts, and other supplies that are ordered for the operation and maintenance of City vehicles become City assets.

### **6.G.1 Tires**

The Service Provider shall be responsible for providing replacement tires for the transportation of all revenue vehicles without additional cost to the City. The utilization of any re-tread tires must be approved by the City, and may never be used on the front or steer axel of any vehicle.

### **6.G.2 Inventories**

The Service Provider shall maintain reasonable inventory levels to assure timely repair of vehicles/equipment. The Service Provider-supplied parts inventory shall remain the property of the Service Provider upon completion of the term of this contract. The City may, at its discretion, choose to purchase said inventory at a mutually agreed upon fair market cost upon termination of the contract.

## **6.H PAINTING OF VEHICLES**

The City will have a distinctively painted fleet of buses. At the start of the Contract, all vehicles will be provided by the City with the proper paint and decals. Any needed decals or paint after the start of the Contract will be the responsibility of the Service Provider. Damaged or missing logos, decals and signs are not acceptable. This applies to the full interior and exterior of the vehicle, including floors, walls, windows, ceilings, seats, doors, mirrors, signs, exterior sides, tires, and wheels. If any vehicle cannot be used to perform Services due to physical damage or needed repairs, it will be the responsibility of the Service Provider to locate and acquire a replacement vehicle approved by the City to perform the Services at no additional cost to the City.

All buses in Revenue Service must have the appropriate decals, paint, and system logo in a state of good repair.

## **6.I VEHICLE CLEANING**

The Service Provider shall be responsible for maintaining the cleanliness of all vehicles used in the provision of the Service in order to provide a positive public image and appearance. Rider Transit has a zero tolerance

policy regarding graffiti, cosmetic damages and any issues or defects that compromise safety. Rider Transit reserves the right to inspect all vehicles and related equipment used by the Service Provider under this Contract. Rider Transit requires the Service Provider to maintain the interior and exterior of each vehicle assigned to this Contract in a manner that the vehicle appearance is free of graffiti or other damages, including but not limited to, marks made by ink or marker, scratches, stains, chips, dents, chipped, missing or bubbling paint, dirt, trash or gum. In response to this RFP, the Service Provider shall submit to the City a complete Vehicle Cleaning Program. The Service Provider shall be assessed liquidated damages for any vehicle deemed unclean by the City.

#### **6.1.1 Vehicle Exteriors**

In an effort to balance sustainability with operations, the exteriors shall be washed every three days, unless circumstances warrant a more frequent service, or, in the case of water restrictions, the Service Provider may opt to contract exterior cleaning to a vendor that recycles wash water. The exterior of each vehicle shall be kept clean from road dust, mud, tar, grime and graffiti. The Service Provider shall remove all graffiti from the exterior and interior of the vehicles as soon as it is found or as soon as it is practical at the end of the day or before it goes in Service the next day. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately. If graffiti is etched or scratched into the surface of the glass rather than paint, that piece of glass must be replaced as soon as possible. Any glass or other graffiti that is not offensive or vulgar but cannot be removed immediately must be identified to the City prior to being returned to revenue service. Replacement shall take no longer than one week unless parts are unavailable.

#### **6.1.2 Vehicle Interiors**

At a minimum, but more often as needed, interiors shall be swept, cleaned of trash, gum, sticky substances, foreign objects, vermin, dirt and dust, windows washed; removing dust, fingerprints, smudges, writing, water spots, and streaks, and spot-mopped once daily. Clean passenger seats to the extent that they are dust free and free of all foreign substances. Clean all ledges, stanchions, handrails. Empty and/or replace trash bags or receptacles on each vehicle.

Bi-weekly (every 14 days), each vehicle shall be deep cleaned, which includes, but is not limited to ceiling, walls, floors, seats, driver area and dash, and ancillary equipment. The Service Provider shall provide upholstery cleaner to clean each seat once a week during this deep cleaning process. The Service Provider shall

track and make available upon request by the City the date of the most recent deep cleaning for each bus.

Additionally, the Service Provider will be required to remove all noticeable trash, such as newspapers and litter from each vehicle after each run. If any area of a vehicle shall become defaced with graffiti that is vulgar or offensive, the vehicle shall be removed from service until the graffiti is removed.

### **6.1.3 Interior Pest Control**

The interior passenger compartment of each vehicle shall be free of roaches and other insects or vermin as well as noxious odors from cleaning products, pest control products, and exhaust fumes emitted by the engine of such vehicle. The Service Provider is expressly prohibited from using any pest control product, or application procedure for such product, that would be hazardous to the health and well-being of the passengers and driver of such vehicle.

### **6.1.4 Unclean Buses**

Any vehicle found by the City to not be in compliance with these vehicle appearance provisions will be removed from service immediately without limiting the Service Provider's service obligations. In addition, the Service Provider shall be subject to the liquidated damage provisions concerning vehicle appearance and/or deficient vehicle condition. Once all required actions have been completed by the Service Provider to correct any deficiencies found within this provision, the City must inspect and approve all actions taken prior to the vehicle being eligible for use in scheduled service.

## **6.J FACILITY CLEANING**

The Service Provider shall maintain the interior and exterior of its facilities, including kitchens, bathrooms, and lounges in neat and clean conditions, free of trash and debris at all times. This includes the employee parking areas, bus yard and all other areas. The Service Provider is completely responsible for all custodial trash removal and waste handling inside the maintenance building. Shop floors shall be swept once a day, and oil spills shall be cleaned immediately, in accordance with OSHA regulations. In addition, the Service Provider will be responsible for maintaining the cleanliness of the busway and parking area for the buses at the Rider Transit Center.

## **6.K OPTIONAL TRANSIT INFRASTRUCTURE MAINTENANCE NEEDS**

As a growing system, the City has a number of evolving system infrastructure needs and would like ala cart, optional pricing for the full base and option years for the following services:

### **Maintenance Option #1 - Bus Stop Infrastructure and Amenities**

Within the Rider Transit Fixed Route system, there are currently twenty (20) bus shelter systems with benches, trashcans and solar lighting, twenty (20) additional stops with solar lighting only, and approximately fifteen (15) stops with trashcans only. As Rider continues to grow its bus stop infrastructure (including but not limited to: forty (40) additional bus shelter systems, benches, trash cans, forty (40) solar lighting systems, and sixty (60) Simme Seat seating systems already on hand and awaiting installation) over the next 1-3 years. The need for individual stop maintenance is becoming critical to providing a high level of service to our customers and a professional image within the community. Service Providers must submit a plan that would provide for the proper care and maintenance of system shelters and solar lighting, stops and stop amenities including but not limited to trash and graffiti removal, individual stop infrastructure repair and landscape maintenance, with the associated costs listed as an addition increase differential to be added to the hourly revenue service rate.

### **Maintenance Option #2 – Rider Transit Center Custodial Services**

The City is interested in option pricing to potentially add custodial care of the Rider Transit Center facility located at 3600 S. Ridge Avenue, Concord NC 28025, to this contract. Pricing is to be for turnkey services that would fully serve the custodial needs of the facility with the associated costs listed as an additional per hour rate increase differential to be added to the hourly revenue service rate, including but not limited to:

- Cleaning and custodial maintenance of entire Transit Center facility interior and bus passenger platform, including restrooms, employee break room, individual offices and meeting space, and public spaces, including spot cleaning as needed each day. Clean and disinfect all drinking fountains and sinks, mirrors and bright metal, and lobbying seating, gum removal, etc.
- Providing all restrooms and breakroom, janitorial supplies and equipment such as toilet paper, soap and dispensers, paper towels,

cleaning products and supplies including mops, brooms, buckets, specialized floor cleaning equipment (if needed), etc. There is a custodial closet available on site to store equipment with a mop bucket station with hot and cold water.

- Dusting, emptying trash and replacing liners inside the facility and on the bus passenger platform, exterior trash removal from the Transit Center grounds including streetscape and sidewalk, cleaning of interior windows (excluding upper lobby atrium windows), vacuuming, cobweb removal, and cleaning of tabletop surfaces as needed. Clean microwave and employee lounge refrigerator as needed. Steam clean or shampoo carpeted areas every 6 months as needed.

### **Maintenance Option #3 – Rider Transit Center Landscaping Services**

The City is interested in option pricing to potentially add landscaping care of the Rider Transit Center facility located at 3600 S. Ridge Avenue, Concord NC 28025, to this contract. Pricing is to be for turnkey services that would fully serve the landscaping needs of the facility with the associated costs listed as an additional per hour rate increase differential to be added to the hourly revenue service rate, including but not limited to:

- Mowing every 1-2 weeks March-October, as needed November-February. This would include weed eating with string trimmer, clearing off of hard surfaces without impacting storm water system, edging of beds, and litter removal as needed.
- Mulching of beds annually (April); spot fill as needed. Specify types of and pricing of mulch options and which one if recommended.
- Leaf dispersion, collection, and removal as needed.
- Annual fertilization, aeration, seed and weed control program to help keep grass areas healthy while preventing crabgrass, broadleaf weeds and other invasive species.
- Spot control and/or removal of weeds and grass as needed.
- Pruning of trees and shrubs at least twice annually as needed.
- Cleaning of retention pond at least twice annually, including invasive species control, and cleaning of storm water pies/drains to facilitate proper water flow.

**6.L MODIFICATION AND REPAIR OF DESTINATION SIGNS/ANNUNCIATORS AND CAD/AVL SYSTEMS**

In the event of small (less than 10%) route changes that affect the destination sign and/or AVL readings & triggers, the City will specify the change in writing and the Service Provider will revise the CAD/AVL, destination sign, and annunciator systems to reflect that change using the provided Central Recording Station technology or pay the cost associated with such updates. Larger (more than 10%) service change updates to the CAD/AVL system will be covered financially by the City, with technical support and assistance still provided by the Service Provider in partnership with City staff. The Service Provider shall perform any and all required maintenance to ensure constant display operation of all CAD/AVL and revenue vehicle destination signs and annunciators.

**6.M Vehicle Status Board & Service Interruption Log**

The Service Provider shall maintain a status board in the shop where vehicles are maintained. The status board shall contain, but not be limited to the following:

- Vehicle Number
- Vehicle Mileage
- Current Mileage
- Date and Mileage of last P.M.
- Date and Mileage of last safety inspection
- Date and Mileage of next P.M.
- Date and Mileage of next safety inspection
- Vehicles not fit for revenue service

In addition, the Service Provider shall maintain and make available digitally upon request, a service interruption log containing the following information:

- Vehicle Number
- Operator Name
- Service Disruption Time
- Service Disruption Location
- Description of Problem
- Vehicle Exchanged

- Service Resume Time
- Service Resume Location
- Time Lost and Number of Trips Missed
- Wheelchair Lifts/Ramps Down for 3 Days or Less
- Wheelchair Lifts/Ramps Down for more than 3 days

## 6.N MAINTENANCE AUDITING PROGRAM

During the term of the Contract, the City or an independent maintenance consultant will provide expert review of the Service Provider's maintenance practices and audit the condition of the City's vehicles at time intervals no less than quarterly.

1. **Cooperation** - These fleet audits will include extensive vehicle inspections, utilizing the pits and lifts of the facility, and also involve inspection of maintenance documentation and Service Provider's procedures. Road testing and oil/fluid analysis will be involved. The Service Provider must provide full cooperation to the City or consultant and arrange for efficient use of their time through facility and vehicle access.
2. **Access to Reports** – The City intends for these audits to act not only as an independent monitoring of the Service Provider's maintenance efforts but also as a method for the Service Provider to demonstrate constant improvement. Audit reports will be available to the Service Provider, and the City or consultant will provide follow-up meetings and suggestions.
3. **Fluid Analysis** – Prior to the collection of oil or other fluids for analysis, the City shall notify the Service Provider in advance. The Service Provider must inform the City of any scheduled preventive maintenance on any bus that might affect the samples to be tested.
4. **Repairs** – Any deficiencies in the vehicle fleet identified by the audits shall be repaired by the Service Provider at no additional cost to the City. Within ten days after notification of such deficiencies, the Service Provider shall present a written repair schedule/timeline to the City for approval. Failure to submit such a schedule or to complete the repairs according to an approved schedule will permit the City to procure a third party to complete such work at the Service Provider's expense. This failure also subjects the Service Provider to liquidated damages outlined in Section 9.7.

## **7. PROPOSING ORGANIZATION'S BACKGROUND AND EXPERIENCE.**

Please provide the following information by inserting your answers beneath the text to which it applies. **If you wish to add supplemental information, it shall be labeled "Supplemental Information" and included as a separate part of the Proposal submission.**

### **7.1. Official Name**

Provide the legal name and address of the company and state of incorporation submitting the Proposal. Also identify all subcontractors or joint venture partners.

### **7.2. Proposed Project Team**

If the Service Provider's Proposal submission will be from a team composed of more than one company or if any subcontractor will provide more than 15 percent of the Services, all participating companies must be identified. Provide a description, which includes the teaming relationships, form of partnership, each team member's contribution, and the experience of each team member, which qualifies them to fulfill their responsibility. Provide descriptions and references for the projects on which team members have previously collaborated.

### **7.3. Proposal Response Items**

Please respond to the following items:

#### **7.3.1 Qualifications of Proposing Firm.**

- a. Explain the general character of work performed by your firm.
- b. Describe your firm's qualifications and experience to perform the work described in this RFP. Information about experience should include direct experience with the specific subject-matter area, particularly Fixed Route and ADA Paratransit services.
- c. Describe the performance standards your firm has established for its contract operations.
- d. How is the performance of your managers and other contract management personnel evaluated?

- e. What would be your initial response to a request by the client to remove the project manager?
- f. Does your firm have an Equal Employment Opportunity and Affirmative Action Program? If yes, explain your firm's program and accomplishments in detail.
- g. List at least five state, municipal, federal government, and/or commercial references that your firm has had contracts with within the past two years where services (provided both Fixed Route and ADA Paratransit service together), were similar in scope, size or discipline to the City-required services described in this RFP. Include information regarding improvement in ridership and ridership efficiency, on-time performance, safety record, cost containment, and productivity. Include the following information for each project:
- Name, telephone number, and e-mail address of client contact person
  - Contract price or rate per hour (specify if client pays for fuel and/or vehicles)
  - Description of transportation services provided, including size of service
  - Length of Contract
  - Performing service as a prime or subcontractor
- h. List all other projects that the Service Provider has been involved with during the last five years or is currently engaged in that demonstrates qualifications to perform the work outlined in this RFP. Include the following information on the project: client, name and telephone number of contact, description of transportation services provided, length of Contract and reason for termination (if applicable).
- i. Provide a list of clients from the previous three years that the Service Provider no longer serves. Include the agency name contact person, telephone number, and e-mail address for each former client.
- j. Provide any OSHA requests or site visit results that may have occurred in the past five (5) years at any of the Service Provider's current or previous contracts, and a summary of the results and corrective actions (if any).

- k. Does your firm have established relationships with bus manufacturers and other suppliers to the public transit industry? If yes, please explain.
- l. How will your firm meet the proposed start date as indicated in Section 3.1?
- m. Describe how your firm will meet the stated insurance requirements and provide proof of insurability by a qualified insurance provider.
- n. Has your firm ever had a contract terminated by a client? If so, please provide a list of those contracts. How did your firm respond to problems identified by the client during the period allowed for corrective actions?
- o. Has a client ever asked you to reduce your rate for services during the course of a contract? Have you ever requested an increase in the rate of compensation during the course of a contract? If so, please provide a list of those contracts. Discuss the situation(s) and elaborate on the circumstances and rationale for the request(s).

#### 7.3.2 Proposed Staff Qualifications and Organization of the Operation

- a. Who will be the Project/General Manager for this project? What percent of the Project Manager's time will be devoted to this project? Explain this person's background and experience, and include a resume.
- b. Who will be the Operations Manager for this project? What percentage of their time will be devoted to this project? Explain this person's background, experience, and include a resume.
- c. Who will be the Maintenance Manager? What percentage of their time will be devoted to this project? Explain this person's background, experience, and include a resume.
- d. Who will be the Safety & Training Manager? What percentage of their time will be devoted to this project? Explain this person's background, experience, and include a resume.
- e. Who will be in charge of data reporting required by the City? Explain this person's background and include a resume if not one of the positions listed above.

- f. Explain the nature of the Project Manager's relationship with Corporate Management and how and with whom the City would interact regarding Corporate Support. Provide an organization chart and staffing plan, which describe the Service Provider's proposed on-site staff distribution to accomplish this work. The staffing plan should indicate a chart, which partitions the time commitment of each professional staff member across the proposed tasks. This section should also **list the number of full-time and part time personnel (not just FTEs)** by title and service (Fixed Route, ADA Paratransit, both) proposed for the on-going management and operation of the system including:
- Drivers (Fixed Route);
  - Drivers (Paratransit);
  - Maintenance Personnel;
  - Dispatchers;
  - Road/Street Supervisors;
  - Administrative/Clerical
- g. Provide a complete listing and description of all the ASE certifications held by your maintenance staff. Include the staff persons' name, the date they obtained the certification, and the expiration date of their certifications.
- h. Who in your management team will have responsibility for the hiring and training of bus operators? Explain and provide a resume if this person is different from the proposed team member(s) described above.
- i. Provide a Start Up plan including a timeline. Provide a list of additional, non-local personnel who will be available the first two weeks of service to assist with the smooth implementation and execution of the start up plan and include the duties of each person.
- j. Identify additional personnel, if any, who will be required for full-time employment on a subcontract or consultant basis. The technical areas, character and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project.

- k. Provide a list of all joint venture agreements that may provide service to the Service Provider under this agreement with the City. One party in a joint venture must be identified as the lead Service Provider whom the City holds responsible for the performance of the subcontractors. This applies to a prime Service Provider with subcontractors and will be considered a submittal requirement.
- l. Provide a narrative summary describing how the organization will ensure quality service by investing in its employees. **Include the organization's plans to attract and retain quality employees.**
- m. Identify if any of your personnel on any of your contracts are members of a labor union. Indicate if your firm has ever been involved in a work stoppage and what steps were taken to resume service and in what timeframe.

#### **7.4 Operation and Maintenance Methodology**

- a. Provide a written understanding of the Service and a description of all major activities to be performed during the course of the contract.
- b. Provide the location, address, size, and detailed description of all facilities that will be used in conjunction with the Service.
- c. How many support vehicles will the Service Provider provide for the Service? Please explain. List the make, model year, mileage and condition of each support vehicle proposed.
- d. Include a detailed description of driver hiring, training, retraining, and evaluation processes including minimum driver qualifications and pre-employment criteria. Describe how drivers will be assigned to specific routes and runs to insure continuity and local knowledge to riders. Also include a detailed description of mechanic hiring, training, and retraining processes including minimum mechanic qualifications and trade certifications.
- e. Describe your firm's ongoing Safety and Security program for the Service, including safety or other incentive programs for employees, and the estimated annual cost of the program(s).
- f. Describe your firm's Customer Service program for the Service, including training, data collection and how you will resolve customer complaints.

- g. As appearance is important to the passenger, tell us how your firm will maintain the appearance of its uniformed personnel, including supervisors.
- h. As reporting requirements in the proposed Contract are quite extensive, please explain in detail how your firm intends to meet these requirements.
- i. Describe in detail your firm's plan to comply with the City's requirements regarding fare collection, security, bank deposit process, reconciliation, and on-board security as described in Section 5.M.
- j. Describe your firm's drug testing policy and program for this Contract.
- k. Describe how your firm will respond to service disruptions & vehicle breakdowns including your plan for on-street supervision and staging of extra vehicles and drivers.
- l. Describe in detail your firm's plan regarding preventive maintenance of revenue vehicles.
- m. Describe the heating and air conditioning program to be followed under this Contract.
- n. Describe internal (on-site) and corporate quality control programs designed to ensure that Service performance standards are met.
- o. Provide a detailed description of your company's vehicle cleaning program.

## 7.5 Proposed Costs

Complete Section 10, **Form Six**, Cost Proposal, or equivalent (same information and format) and include it in your response under title Proposed Costs. To ensure a standardized basis for the comparison of various proposals, all proposed costs must be specified in Section 10, **Form Six**. **Form Six** is broken out into two schedules, one for Fixed Route service and one for ADA Paratransit service:

1. Revenue Vehicle Hour Costs by service type;
2. Cost Schedule Breakdown for Years 1-10 of Revenue Vehicle Hours by service type

Each Proposer shall submit a copy of their policies and procedures for implementing, documenting and reporting on their program for cost

containment and improvement activities that will ensure the lowest possible operating costs while still providing the required level of services.

Wage or minimum pay hour requirements the Service Provider may have with its employees will not affect the City's ability to pay the Service Provider on an individual revenue vehicle hour basis. The City will not accept any restrictions or minimum servicing hour requirements either by day, or other time period or in any other way other than by individual Revenue Vehicle Hour.

## **7.6 Proposing Organization's Financial Qualifications**

### **7.6.1 Analytical Approach.**

The evaluation of the financial viability of the Service Providers for this Fixed Route Bus and Complimentary ADA Paratransit Services RFP was developed with one primary goal in mind: to protect the City from risk of default by a selected Service Provider due to financial instability. Various analytical techniques will be used to assess the financial strength and stability of each Service Provider, focusing on profitability, solvency, and efficiency.

The analysis will include an evaluation of specific financial indices and ratios in an effort to maximize objectivity and provide measures that are more directly comparable among Service Providers. Other factors which may impact the financial position of a Service Provider, or which provide additional evidence of the financial strength of a Service Provider, will also be assessed. These factors include years of experience in providing similar services, and demonstration of the ability to provide an adequate performance bond and to obtain sufficient levels of liability insurance. Relevant information regarding recent litigation and bankruptcy filings, which may materially affect a Service Provider's position, will be examined. In addition to credit ratings and credit reports, bank and vendor references will be used to evaluate the credit worthiness of each Service Provider.

### **7.6.2 Performance Bond.**

Within 15 days after Contract award by Concord City Council, the Service Provider shall complete the City's Performance Bond Form (Exhibit B) and furnish to the City a Performance Bond with a corporate surety in the amount equal to 100 percent of the annual contract sum or \$2,000,000, whichever is less; which shall be conditioned upon the faithful performance of every term, condition, and provision of the Contract, and must be approved by the City. The Service Provider will pay any and all costs associated with the performance bond.

Each Service Provider must show evidence of their ability to obtain the bond requirements above and include such evidence in their RFP. The City may elect to waive the Performance Bond requirement at its sole discretion.

### 7.6.3 Guarantor.

Service Providers may elect to enhance their financial ability standing by proposing a guarantor. The nature of the relationship between the Service Provider and its guarantor is critical to protect the City in the event that the contracting Service Provider defaults on its obligations. If the parent company of a proposing Service Provider is serving as the guarantor, then the parent company **must indicate in a letter its willingness to guarantee all contractual obligations of the Service Provider**. If your organization is proposing a guarantor that has a relationship with the Service Provider other than a parent/subsidiary relationship, then a detailed explanation of all past and present relationships between the Service Provider and its guarantor must be provided, in addition to a letter from the guarantor indicating its willingness to guarantee all contractual obligations of the Service Provider.

Any financial information requested of the Service Provider in the following section must similarly be provided for the guarantor. In the event of a joint submission or Statement of Qualifications (SOQ), all proposing entities must provide statements specifying the extent to which each entity will act as guarantor and provide all relevant financial documents for all entities involved in the joint venture. Additionally, if there is more than one guarantor, then the guarantors must be jointly and severally obligated.

### 7.6.4 Requests for Financial Information.

Please furnish the following financial information in a separate and sealed envelope for the proposing Service Provider, guarantor(s), and any subcontractor included as having a significant role (defined as providing more than 15 percent of the services) in providing Services to the City:

- a. Evidence that demonstrates the ability to obtain the insurance as required in Section 9.23. Such evidence may take the form of certificates of insurance showing that the Service Provider already has such insurance policies, or letters from qualified insurance companies evidencing a commitment to provide such insurance for the Service Provider;
- b. Annual audited financial reports for each of the past five fiscal years, prepared in accordance with Generally Accepted Accounting Principles (GAAP), and all relevant notes;

- c. The most recent Form 10-K and Form 10-Q filed with the SEC; or if the Service Provider is not regulated by the SEC, then the most recent quarterly financial report;
- d. Description of any material adverse changes in financial position within the past five years; any material changes in the mode of conducting business; any bankruptcy proceedings, mergers, acquisitions, takeovers, joint ventures, and/or divestitures within the past five years. In addition, provide a clear and definitive statement of the following:
  - Years of providing bus services and paratransit services by the Service Provider and/or predecessor organization, and
  - Whether or not the Service Provider (and/or predecessor and/or guarantor) has declared bankruptcy within the last five years.
    1. Description of the financial impact of any past or pending legal proceedings and judgments, that could materially affect the Service Provider's financial position or ability to provide Services to the City;
    2. All credit reports, credit bulletins, and any other published statements by the most recognized agencies (Standard & Poors Rating Group, Moody, Investor Services, Dun & Bradstreet, and Value Line) that have been issued or published within the past five years regarding the Service Provider and any guarantors;
    3. The prospectus or offering statement for the Service Provider's latest security or equity offering, if applicable;
    4. The company name, contact person, telephone number, and fax number of at least two references from bank or institutional lenders which have extended credit to the Service Provider in the past five years; or if the Service Provider has not applied for credit in the past five years, the contact person's name, telephone number, and fax number of at least two references from banks with which the Service Provider conducts business;

5. The company name, contact person, telephone number, and fax number of at least two credit references from major suppliers/vendors;
  6. Completion of the Financial Resources Data Form found as Exhibit A;
- m. Any additional information, which the Service Provider believes, is appropriate to fully reflect the financial strength of the Service Provider or guarantor.

Failure to provide such information is cause for rejection of the Service Provider's Proposal at the sole discretion of the City. For any subcontractor providing more than 15 percent of the Services, the City reserves the right, at its sole discretion, to reject the subcontractor if it fails to meet minimum financial requirements. In the event the City rejects the subcontractor, the Contractor must assume the responsibilities of the subcontractor or find a replacement satisfactory to the City.

#### 7.6.5 Litigation.

Answer the following questions for the Service Provider and each subcontractor providing more than 15 percent of the Services for the Service Provider, as well as for each joint venture partner and/or guarantor:

- a. Is there, or within the last five (5) years has there been, any litigation or governmental or regulatory action pending or threatened against the organization that might have a bearing on its ability to provide bus services to the City in accordance with this RFP, or to satisfy the obligations that it proposes to guarantee? If so, identify and describe each such lawsuit or proceeding.
- b. Identify all lawsuits filed during the past five (5) years in which a claim was made that the organization or any person or entity that owns a greater than 5 percent interest in the organization: (a) failed to properly provide bus services; (b) engaged in theft, fraud or other willful misconduct, or negligently hired employees who allegedly engaged in such conduct; or (c) failed to pay a debt or contractual obligation when due.
- c. Submit declarations of the current status of all pending criminal, civil, or administrative litigation that commenced within the past ten (10) years in North America involving the Service Provider, guarantor, or current officers of either company. *This is to provide the City with a broader overview of all pending litigation compared to the additional detail requested in 7.5.5 A & B.* Current officers being defined to include those individuals who are presently serving or have served within the last two years as an officer of the Service Provider.

## 7.7 Other Considerations

- (a) For each entity identified in Section 7.1, specify the entity's total revenue, number of employees, products and services, affiliated companies, and other descriptive information.
- (b) For each entity identified in Section 7.1, provide relevant documents that describe the entity's financial status, such as audited financial statements, annual reports, or 10-K reports, and the DUNS number.
- (c) If the Service Provider does not have the audited financial statements requested above, it is the responsibility of the Service Provider to provide the City with information of sufficient quantity and with verifiable sources to ascertain that the Company is financially capable of performing the Services described in this RFP. Failure to provide adequate financial information may result in the exclusion of your proposal from the procurement process.

## 7.8 Financial Qualifications

This evaluation will take into account the financial strength of the Service Provider and its guarantors, joint ventures and subcontractors, and their ability to meet the short and long-term financial requirements of the Agreement, including but not limited to the information provided in response to Section 7.6 of this RFP. The City will issue a pass/fail finding on the financial strength of each Service Provider based on the data submitted in the Service Provider's proposal. The City reserves the right to deem a proposal non-responsive, if the City issues a "fail" finding. ***The City reserves the sole right to reject any and all proposals found non-responsive to this or any other requirements outlined in this RFP.***

## 8. PROPOSAL EVALUATION CRITERIA

The City is interested in cost effectiveness rather than low bid, and will evaluate technical proposals and proposed costs in relation to the quality and level of service to be provided in determining which Service Provider's proposal offers the best value to the City taking into consideration cost and other factors. The qualifications of the Proposers and the proposed staff, the proposed operating methodology and the proposed cost component will be considered in evaluating best value. Proposals will be evaluated based on an assessment of the completeness of each proposal and the respective Service Provider's ability to meet the requirements of this RFP. This section provides a description of the evaluation criteria that will be used to help evaluate the Proposals. To be deemed responsive, it is important for the Service Provider to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. Proposals must contain information specifically related to the proposed Services and specifically requested herein. Failure of any Service Provider to submit information requested may result in the elimination of the Proposal from further evaluation.

### Financial Qualifications

This evaluation will take into account the financial strength of the Service Provider and its guarantors, joint ventures and subcontractors, and their ability to meet the short and long-term financial requirements of the Agreement, including but not limited to the information provided in response to Section 7.6 of this RFP. The City will issue a pass/fail finding on the financial strength of each Service Provider based on the data submitted in the Company proposal.

### Proposal Quality and Completeness

The City will evaluate the Proposals for presentation, quality and completeness, and compliance with the terms, conditions, requirements, and specifications stated in this RFP. ***Please take care to ensure that submitted proposals do not reference other systems or services not requested due to careless use of boilerplate language in the proposal.*** Regardless of exceptions taken, Service Provider(s) shall provide a technical response and pricing based on the terms set forth in this RFP. Additional alternate cost/pricing models beyond the initial requirement above are accepted and encouraged, but must be included separately from the main proposal to allow for fair comparison of proposals. Exceptions shall be identified in accordance with Section 2.6.14 of this RFP. The City reserves the right to reject any Proposal that is deemed to have excessive exceptions or exceptions that serve to limit the Service Provider's requirement to indemnify, and hold harmless the City.

### Technical Proposal

Each Proposal will consist of a technical proposal and a cost proposal. The technical proposal will account for 70 percent of the total evaluation. The cost per individual

Revenue Vehicle Hour by service type will account for 30 percent of the total evaluation. The technical and cost proposals will be evaluated as described below. The purpose of this scoring system is to provide the evaluation committee with a tool to help compare and contrast each proposal prior to the optional interview phase. ***The committee is not bound by the initial evaluation score making their final recommendation.*** If needed, the interview process will follow the Proposal review phase and will assist the City in determining which Service Provider's proposal offers the **best value to the City taking into consideration cost and other factors.**

The Technical Proposals will be evaluated using the following criteria. The importance of the areas under each section below are listed in relative order of importance. The criteria will be rated on the responses to the identified questions and request for information from Section 7.

### **Qualifications & Service Capability of Proposing Firm**

- Background and qualifications
- References
- Contract Issues
- Performance Standards and Personnel Evaluations
- EEO & Affirmative Action Programs
- Insurance Requirements
- Supplier Relationships
- Start Date (Y/N)

### **Proposed Staff & Organization of the Operation**

- Local Management Team
- Local Staff
- Corporate Support
- Employee Development and Retention
- Start Up/Implementation Plan
- Labor Issues
- Consultants/Subcontractors

### **Operation and Maintenance Methodology**

- Customer Service Program
- Preventative Maintenance
- Scope of Service Summary
- Employee Recruitment & Training
- Safety & Security Program
- Service Disruptions/Vehicle Breakdown
- Operations & Maintenance Facility
- Drug & Alcohol Program
- Support Vehicles
- Uniforms & Appearance

- Reporting Requirements
- Fare Collection Procedures
- HVAC Program
- Vehicle Cleaning Program
- Bus Stop & Amenity Maintenance and Cleaning Program
- Quality Control Programs

**Price Proposal Analysis**

Under this criterion, Cost Proposals will be compared in terms of the proposed individual revenue vehicle hour rates for Fixed Route and ADA Paratransit services, separately and together, and evaluated to determine the price proposal is responsive and responsible and able to satisfy the response outlined in the Technical proposal. In evaluating the proposals, the City may communicate with one or more of the Proposer's for the purpose of obtaining additional clarifying information. In submitting additional information, a Proposer is not permitted to embellish or change the original price proposal unless so directed by the City. Cost Proposals submitted shall be firm for a period of 180 calendar days from the deadline date of this RFP. Proposers must detail the cost for services for the initial five (5) year base contract period. Proposers must also submit the detailed cost for the additional five (5) year option for all services.

**Financial Qualifications**

**Pass/Fail**

**Operations Costs**

- Personnel – Management
- Personnel – Supervisors
- Personnel – Operators
- Personnel – Maintenance
- Facilities – Purchase/Lease Cost
- Facility – Maintenance/Upfit
- Recruitment & Training
- Employee Development
- Equipment
- Supplies
- Insurance
- Facility – Utilities
- Other

**Maintenance Costs**

- Preventative Maintenance
- Parts
- Tires
- Equipment
- Supplies

Repairs  
Subcontracted services (if applicable)  
Other

**Overhead Costs**

Corporate Support, Profit

**Cost Control Procedures**

**Interviews, Meetings and Negotiations with Service Providers**

Proposers may be required to appear before the City and/or its representatives for an interview. During such interview, the Proposer may be required to orally and otherwise present information about its proposal, other information of potential interest related to the services requested in this RFP, and to respond in detail to any questions posed. Each firm granted an interview will be provided with up to 60 minutes for presentation, with an additional 30 minutes for questions by the interview committee.

Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Proposers will be notified in advance of the time and format of such meetings. The City reserves the right to discuss and negotiate with potential Service Provider(s) any terms and conditions in the proposals including but not limited to financial terms after the opening of the Proposals.

## 9. CITY CONTRACTING REQUIREMENTS

The City will enter into a Contract with the successful Service Provider that contains the terms and conditions set forth in this RFP. Service Providers must submit a proposal based on these terms and conditions. In addition to the proposal based on the terms and conditions set forth in this RFP, Service Providers may also submit, separately, an alternative proposal in which any exceptions to the terms and conditions included in this RFP, and any proposed additional terms or conditions deemed important by the Service Provider are specifically stated. The City will take any such exceptions and proposed additions into account during the evaluation and selection process. Notwithstanding the foregoing, the City reserves the right to change the proposed contractual terms and conditions prior to or during contract negotiations if it is in the City's best interest to do so.

The terms and conditions set forth in this section are not all inclusive. Contractual Services will be competitively negotiated in compliance with the terms of the FTA's Master Agreement. Since federal funds could be used, any additional federal requirements will also apply. The City reserves the right to reject any and all Proposals received, although the City also reserves the right to waive irregularities.

The City may propose additional terms and conditions based on the responses to this RFP and the City's analysis of the successful Service Provider's proposal.

As used in this Section of the RFP, the term "Agreement" shall refer to the Contract entered into between the City and the successful Service Provider, and the term "Company" shall refer to the successful Service Provider. The term "Services" shall mean operation of Fixed Route Bus and federally required Complimentary ADA Paratransit Services in the Concord Kannapolis Area to be performed by the Company under the Contract.

### 9.1. Description of Services

The Agreement will set forth the Services to be provided in detail. The Services will include those described in this RFP and the successful Proposal, and any modifications agreed to by the parties.

The Service Provider shall be responsible for all other functions necessary for the safe, reliable, and efficient operation of the Service that are not specifically discussed herein.

### 9.2. Term

The initial term of the Agreement will be five years with the City retaining the unilateral right of renewal for an additional 5-year term or any part

thereof with the same terms and conditions of the original Contract. Pricing must be provided for all ten (10) possible years of service.

Notwithstanding the above, continued performance of this Agreement is conditioned on the availability of City funding. Rider is currently funded through a combination of Federal 5307 & 5339 funds, NC DOT SMAP funds, and local funding including fare box revenue, General funds from both cities as well as \$5 from each vehicle registered in Concord or Kannapolis. If such funding appropriations are not granted or if no funds remain for performance, then the affected multi-year Agreement will be terminated.

### 9.3. **Invoices to the City**

By the tenth day of the month, the Service Provider shall submit a monthly invoice to the City for Services performed the previous month. Invoices must be accompanied by the Monthly Ridership and Vehicle Maintenance Reports as outlined in Section 5.H. The invoices shall also be organized by hours of revenue service provided in the city limits of Kannapolis hours of revenue service provided in the city limits of Concord. Failure to submit these reports will prevent approval of the invoice. The City will pay the Service Provider within 30 days of receipt of an accurate, properly submitted, uncontested invoice. Payment shall be based on the total number of Revenue Vehicle Hours, by service type, provided to the City. The City will deduct any assessments due from the payment owed the Service Provider. The City will not be penalized for late payments.

The multiplication of the scheduled vehicle revenue hours actually operated each month times the Service Provider's proposed rate per vehicle revenue hour shall equal the monthly payment (less any liquidated damages or other justified withholdings or assessments). The revenue hourly costs proposed shall remain firm and shall include all charges that may be incurred in fulfilling the terms of this Agreement. The Agreement amount may vary according to the number of revenue hours of service identified by the City.

Any wage or minimum pay hour requirements that the Service Provider may have with its employees will not affect the City's ability to pay an individual Revenue Vehicle Hour basis. The City will not accept any restrictions or minimum servicing hour requirements either by day, or other time period, or in any other way other than by individual Revenue Vehicle Hour by service type.

Copies of invoices and payrolls that support monthly invoices, and other documents as may be required by the City, may be required to establish that the amounts are allowable. Vehicle Revenue Hours for the Fixed Route and ADA Paratransit Services shall be shown separately on the invoice, with detailed trip by trip data to support the ADA Paratransit

Vehicle Revenue Hours. The Service Provider must also provide a monthly mileage and fuel usage statistics by vehicle and type of service. All invoices and related records are subject to audit by the City or representatives of other funding partners.

9.4. **Company Personnel Removal or Replacement**

The City will have the right to require the removal and replacement of any “Key Personnel” of the Company or the Company’s subcontractor Providers who are assigned to provide Services to the City. As used in this Agreement, the term “Key Personnel” shall mean the Company Project Manager, local management team members, and any other personnel of the Company or its subcontractor Providers fulfilling a key role in the Services, whom the City designates to the Company as “Key Personnel.” Any temporary or permanent replacement personnel recommended by the Service Provider will have to be approved in writing by the City prior to their placement in service.

9.5. **General Warranties**

Company represents and warrants that:

- 9.5.1. It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and is qualified to do business in North Carolina;
- 9.5.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- 9.5.3. The execution, delivery, and performance of this Agreement have been duly authorized by Company;
- 9.5.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;
- 9.5.5. In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 9.5.6. The Company shall not violate any agreement with any third party by entering into or performing this Agreement.

9.6. **Additional Representations and Warranties**

Company represents, warrants and covenants that:

- 9.6.1. The Services shall satisfy all requirements set forth in this Agreement, including but not limited to the attached Exhibits;
- 9.6.2. For the Term of the Agreement, the Company will perform in conformity with the Specifications and Requirements defined in this RFP; and
- 9.6.3. All work performed by the Company and/or its subcontractor Providers pursuant to this Agreement shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge.

9.7. **Liquidated Damages**

The City and the Company acknowledge and agree that the City will incur damages if the Company fails to meet the requirements set forth in the RFP. The parties further acknowledge and agree that the damages, which might be reasonably anticipated to accrue as a result of failure to meet one or more of the above, are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees to pay liquidated damages at the rates set forth below.

The City shall monitor its bus Services in order to assess the performance of the Service Provider in delivering the Service. The monitoring activities shall include but not be limited to vehicle cleanliness, schedule adherence, completed vehicle trips, on time and trip No Show performance, the on-time and accurate submission of reports, heating and air conditioning system performance, and unsatisfactory/unsafe performance by a driver. The City shall maintain the right to assess liquidated damages against the Service Provider, as set forth herein, based on the Service Provider's failure to meet the established standards. These standards and liquidated damages applicable thereto shall include the following performance criteria and be assessed on the basis of spot checks or specific verifiable passenger complaints in each category.

**NOTES: \*As this was a question by multiple bidders during the last release of this RFP, for your reference there have been no liquidated damages assessed on any contractor over the last 36 months. \*\*With the exception of inadequate staffing infractions (Section 9.7.6.8.), liquidated damages shall be waived for the first 45 days of in-service operation, assuming the Service Provider has made a good faith effort to effect a smooth transition and start-up.**

- 9.7.1. **Waiving Damages** – The City reserves the right to waive the imposition of liquidated damages at its discretion. Waiver or failure

to assess liquidated damages in any circumstance does not negate or abridge the City's right to assess such damages in the future for the same infraction or infractions of the Agreement for which the City previously waived or failed to assess such damages. This provision shall not abridge or affect any other remedy, which the City may have for any damages that the City may incur in consequence of the failure of the Service Provider to perform in accordance with agreement specifications.

9.7.2. **Earnback of Liquidated Damages** – If liquidated damages are imposed by the City, then the Service Provider may have the right to recover, at the discretion of the City, any sums assessed against it as liquidated damages by demonstrating either:

9.7.2.1. **Incorrect Assessment** - The Service Provider had met the applicable service standard and/or that the Service had been delivered in accordance with the Agreement.

9.7.2.2. **Beyond Service Provider's Control** – The event that resulted in a liquidated damage assessment was caused by or attributable to mitigating circumstances beyond the Service Provider's control. The Service Provider shall not be held responsible for failure to provide on-time service due to accidents, unusual weather or traffic conditions, unavoidable vehicle malfunctions (such as flat tires due to unavoidable road hazards), or naturally occurring disasters, if sufficient documentation is provided to the City.

9.7.3. **Concerns** – Service Provider shall cooperate with the City to fully explore any concerns regarding the Services and performance standards. In its evaluation of liquidated damage assessment, the City will consider the Service Provider's efforts to complete the following:

9.7.3.1. **Correction Plans** – The Service Provider may complete a written corrective plan for corrective action. Deadlines for corrective action will be established based on what is considered by the City to be an acceptable amount of time.

9.7.3.2. **Dispute** - In the event of a dispute over the assessment of liquidated damages, any amount of the monthly billing not in dispute shall be made according to normal payment terms.

9.7.4. **Liquidated Damage Basis** - Notwithstanding the above, the City shall impose liquidated damages on the following basis:

All liquidated damage assessments will be made based upon either (1) Direct City staff or agent observation or review of available data, or (2) verifiable reports/complaints regarding the same infraction by riders, the general public or Service Provider notification.

- 9.7.5. **Adherence to Schedule** - The Service Provider shall strive to maintain on-time performance and every reasonable effort shall be made by the Service Provider to operate all Services on schedule. Operational difficulties that result in missed trips or vehicles not operating as required by the RFP must be reported to the City.

The City recognizes that the Service Provider at times has little control over traffic conditions. The City will focus schedule adherence monitoring efforts on the following:

- a. Beginning routes/runs on time; and
- b. Not leaving scheduled stops (pick up points) early or excessively late.

However, for all Services, liquidated damages will be assessed for other schedule adherence performance failures due to:

- a. Drivers being inadequately trained (resulting in unnecessarily slow operation or getting lost);
- b. Vehicles being improperly maintained (resulting in breakdowns);
- c. Vehicles being refueled while in service;
- d. Relief driver tardiness.
- e. Other issues within the control of the Service Provider that result in late or missed service.

It is expected that the Service Provider's drivers, dispatchers and other supervisory personnel will set their watches using a readily available time that is agreed upon with the City.

### **Early & Late Trips**

For Fixed Route Services: City staff will monitor on-time performance for fixed route services and provide data/feedback to Service Provider on a continual basis throughout the year. The goal for this indicator is to have 90% of all runs begin within 0-5+ minutes of each listed departure time from the Rider Transit Center or other designated route starting point, with zero early departures.

For ADA Paratransit Services: On time performance measures the actual pick-up time with the scheduled pick-up time. A trip is

considered “on-time” if the vehicle arrives for the rider within  $\pm 15$  minutes of the scheduled time. A late trip would be from 1-5 minutes before or after the 30 minute pick up window. The goal for this indicator is to have 100% of all trips be within this 30-minute window, with a minimum acceptable performance level of 92% on time.

### **Missed Trips**

For ADA Paratransit Services: A trip that is running late is considered a missed trip if the vehicle arrives more than five minutes outside of the normal 30 minute pick-up window for ADA Paratransit trips. The goal for this indicator is for 100% of the trips to be made, or 0% missed trips per month.

For Fixed Route Services: Missed trips are when any portion of, up to a complete trip or trips, of that specific route that service to stops were missed during revenue service. A log must be kept of all partial or complete missed trips, noting the time and location when the service loss began, the reason(s) for the loss of service and when and where the route began back in service. If the stops missed by the regular Fixed Route bus and are covered within 30 minutes with an alternative accessible vehicle, it must be noted as well, and those stops covered by the alternate vehicle shall not be considered missed trips. The goal for this indicator is for 0 missed trips per month.

Liquidated damages shall be imposed if the Service Provider does not meet the following general schedule adherence standards.

9.7.5.1. **Early Trip** - If a Fixed Route service trip departs in advance of the scheduled departure time at any designated time point, any scheduled bus stop (boarding location), the liquidated damages shall be \$300 per occurrence.

9.7.5.2. **Late Trip >5 Minutes, <15 Minutes** - If a Fixed Route service trip departs more than five minutes, but less than 15 minutes following the scheduled departure time at any designated time point or the bus storage yard, or one to five minutes outside the defined 30 minute pickup window (either early or late for ADA Paratransit) the liquidated damages shall be \$50 per vehicle, per affected route, and per occurrence. If a specific ADA Paratransit passenger is picked up repeatedly late within these parameters, the fine shall double (\$100 for the 2<sup>nd</sup> occurrence, \$200 for the 3<sup>rd</sup>, etc.) for each subsequent infraction within a rolling 6-month

period.

9.7.5.3. **Late Trip >15 Minutes** - If a Fixed Route service trip departs more than 15 minutes following the scheduled departure time at any designated time point, or outside the defined 30 minute pickup window (ADA Paratransit) the liquidated damages shall be \$100 per occurrence.

9.7.5.4. **Incomplete Trips** - If a service trip is not completed in its entirety, the trip shall be considered a Missed Trip and subject to liquidated damages of \$300.

9.7.5.5. **Missed Trip and Trip Denials** - If the Service Provider fails to operate a trip (Fixed Route) or fails to properly schedule and/or pick up a passenger or denies a trip to a qualified passenger (ADA Paratransit), liquidated damages will be assessed in the amount of \$300 per occurrence. The scheduled Revenue Vehicle Hour time for that trip will also be deducted and not paid to the Service Provider. Missed trips also include, interlined, passed, or combined trips. If a specific ADA Paratransit passenger trip is missed repeatedly, the fine shall double (\$600 for the 2<sup>nd</sup> occurrence, \$1,200 for the 3<sup>rd</sup>, etc.) for each subsequent infraction within a rolling 6-month period.

9.7.5.6. **Failure to Report Missed Trips** – If the Service Provider fails to report any Missed Trips on the Daily Operations Report submitted to the City, then all liquidated damages assessed above shall be doubled in amount.

9.7.5.7. **Vehicle Breakdown** - If a replacement vehicle is not provided within 30 minutes of a reported breakdown, a liquidated damage of \$300 for the Missed Trip will be assessed. Service revenue vehicle hours not completed will also be deducted.

9.7.5.8. **ADA Paratransit Telephone Hold Time** – If the Service Provider fails to meet the telephone hold time standards outlined in the Rider Transit ADA Paratransit Program Policy within any rolling 30-day period, a liquidated Damage of \$300 will be assessed, and will double for each subsequent failure to meet these standards within a rolling 12 month period.

## 9.7.6. Personnel/Duties

9.7.6.1. **Uniforms/Grooming** - If any Service Provider employee fails to comply with the City's policies regarding appearance, uniforms or grooming, the liquidated damages will be \$50 per occurrence.

9.7.6.2. **Collecting Correct Fares** - If any Service Provider employee fails to collect the correct fare or does not correctly record the fare collected, the liquidated damages will be \$50 per occurrence. Liquidated damages for incorrect fare collection may only be invoked on the second or later documented occurrence with any one operator.

9.7.6.3. **Proper Destination Signs** – For failing to show the proper vehicle message sign(s), including front, side, and rear signs, the liquidated damages will be \$100 per occurrence.

9.7.6.4. **Driver Unsafe Operation of Vehicles** - Unsafe operation of a vehicle will result in \$300 in liquidated damages per occurrence.

9.7.6.5. **Seat Notice/Rider Alert Distribution and/or Timetables Posting** – Failure to post City seat notices or have timetables on board in highly visible places and distribute such notices on each passenger seat or hand to each boarding passenger shall result in a penalty of \$25 per vehicle, per occurrence.

9.7.6.6. **Driver Training/Records** – If the Service Provider uses inadequately or improperly trained vehicle operators in Revenue Service (except during training when accompanied by a supervisor or trainer) a liquidated damage assessment of \$300 shall be imposed per occurrence. Failure to initially check or monitor vehicle operators' driving records or using vehicle operators with unacceptable driving records in revenue service shall also result in liquidated damages of \$500 per occurrence.

9.7.6.7. **Driver Customer Service Complaints** – If within any rolling thirty (30) day period a driver is reported by two (2) verifiable complaints and/or observations made by City staff, that will result in \$150 in liquidated damages per verified occurrence beginning with the second occurrence. If complaints are related to unsafe vehicle operations, those

liquidated damages outlined in Section 9.7.6.4 above will apply as well in addition to those outlined in this section.

9.7.6.8. **Inadequate Management/Administrative Staffing** As described in Section 5.F, the Service Provider is responsible for maintaining key personnel administrative positions filled and immediately notifying the City of any absences or vacancies. Failure to have key personnel on staff for this Service at least six weeks prior to the first day of Service of the project, or failure to replace vacancies in key personnel within 60 days with approved replacements will result in the City deducting one and a half times (1.5X) the daily prorated amount of that position's salary and fringe benefits from current monies owed to the Service Provider beginning on day 61 of the vacancy.

#### 9.7.7. **Reporting**

9.7.7.1. **Late/Inaccurate Reports** - If the Service Provider fails to comply with the City reporting requirements either by submitting reports after the due date and time or by submitting inaccurate reports, the liquidated damages will be \$50 for each day the report is overdue.

9.7.7.2. **Accident/Incident Reporting** - If Service Provider fails to report an accident or incident according to the City's requirements the liquidated damages will be \$50 for the first occurrence, \$100 for the second occurrence, and \$250 for each occurrence thereafter during the Agreement term.

9.7.7.3. **Complaint/Customer Comment Reporting** – If the Service Provider fails to maintain the required Passenger Comment Database, or if the Service Provider fails to report customer comments to the City as required in Section 5.H.4, the liquidated damages will be \$50 for the first occurrence, and \$100 for the second and subsequent occurrences.

#### 9.8. **Maintenance**

Observation of vehicle maintenance-related infractions may be made by City staff, through two verifiable passenger complaints, by an agent of the City, or by a regulatory/inspection agency:

9.8.1. **Vehicle Cleaning** - If any bus fails to comply with the requirements regarding vehicle cleaning, the liquidated damages will be \$150 per occurrence.

- 9.8.2. **Preventive Maintenance Intervals** – Preventive maintenance shall be performed according to Service Provider’s preventive maintenance program, which must meet the minimum manufacturer’s requirements for preventative maintenance. The Service Provider’s Preventative Maintenance Plan shall be submitted as part of this RFP, which must be approved by the City prior to start of the Agreement. Failure to complete preventive maintenance at the approved intervals shall result in a liquidated damage assessment of \$300 per occurrence and a \$50 liquidated damage assessment for each day such preventive maintenance is overdue.
- 9.8.3. **Vehicles Taken Out of Service** – The Service Provider shall meet or exceed the standards set forth for the operation of all vehicles. The Service Provider shall maintain the vehicles so as to pass an inspection, and all vehicles must be in compliance with North Carolina Standards. If any Service vehicle becomes unavailable for Service as a result of a failed inspection by any regulatory agency, by the City, or by an agent of the City acting on its behalf, liquidated damages will be \$300 per day per vehicle during the period of non-availability. If the North Carolina Department of Motor Vehicles, the USDOT, or other regulatory agency revokes the permits to operate the vehicles in this service as a result of unsatisfactory inspection ratings, the buses shall not operate and a \$300 per vehicle per day penalty shall be assessed until a satisfactory inspection report is obtained.
- 9.8.4. **Deficient Vehicle Condition** - In the event any revenue vehicle is rejected temporarily by the City as a result of deficient vehicle condition or appearance, \$300/day/vehicle in liquidated damages will be assessed until the condition is satisfactory to the City.
- 9.8.5. **Heating and Air Conditioning Performance** -If a vehicle is reported to operate without heating or air conditioning or is otherwise in violation of the heating and air conditioning standards, \$200 in liquidated damages will be assessed per incident.
- 9.8.6. **Vehicle Records** – The Service Provider shall maintain a complete and up to date vehicle file. Failure to do so shall result in liquidated damages of \$50 for each day, per vehicle, that the records are not available or updated.
- 9.8.7. **Safety Related Items** – Vehicles inspected by the City or its agent which are found to have serious safety defects shall result in that vehicle being pulled out of Service immediately and liquidated damages of \$500 per vehicle shall be imposed on the Service

Provider. If that vehicle is found in Service with the same problem or the same problem is found at the next inspection by the City or its agent, the liquidated damage assessment shall be \$750 for the second offense and \$1,000 for ensuing offenses.

9.8.8. **Wheelchair Ramps & Lifts** – The Service Provider shall ensure that all vehicles in service have operating ramps and/or lifts to safely load and unload passengers with mobility devices or who need assistance boarding and alighting. The Service Provider must maintain records for any occurrences in which a mobility-impaired passenger is not able to board. The records shall include the vehicle number, the date, and location for each individual not able to board; the reason they were not able to board; and the elapsed time before alternative transportation was provided to each individual not able to board, and the time which it took to repair the ramp/lift.

9.8.9. Failure to do so shall result in a liquidated damage assessment of \$300 per occurrence. Failure to inspect a wheelchair ramp as part of each vehicle's pre-trip inspection shall result in a liquidated damage assessment of \$100 per occurrence.

9.8.10. **Graffiti** – Failure to remove graffiti from vehicles, according to the City's standards, whether interior or exterior, shall result in an assessment of liquidated damages of \$300 per occurrence.

The imposition and payment of Liquidated Damages, as provided herein, shall not preclude the City from seeking to litigate or recover other damages, which the City may be entitled to including monies paid to third parties as necessary to ensure uninterrupted service continuation and of internal staff time.

#### 9.9. **Non-Appropriation of Funds**

If funding needed by the City to make payments under this Agreement for a given fiscal year is not available, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation, and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Agreement.

#### 9.10. **Termination**

9.10.1. Termination Without Cause.

The City may terminate the Agreement for any reason after determining that termination is in the City's best interest. Any such

termination shall be effected by the delivery to the Service Provider of a written notice of termination at least 45 days before the date of termination, specifying the date upon which such termination becomes effective.

In the event of a termination without cause, the City shall negotiate an equitable settlement of termination costs. Such costs shall not include (a) non-project-specific overhead; (b) punitive, exemplary, special, indirect, consequential or incidental damages; or (c) loss of anticipatory profit.

9.10.2. Termination for Default by Either Party.

By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

- (a) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within 30 days of receipt of written notice of default from the non-defaulting party; or
- (b) The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or
- (c) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of this Agreement and shall state the party's intent to terminate this Agreement if the default is not cured within the specified period.

9.10.3. Additional Grounds for Default Termination by the City.

By giving written notice to the Company, the City may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for

termination without a cure period and without the occurrence of any of the other events of default previously listed):

- (a) The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Company's proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or
- (b) The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement; or
- (c) Fails to fulfill or maintain in a timely and proper manner any obligations, duties or provisions of or under this agreement.
- (d) The City may terminate this Agreement upon the Company's default of any material duty or obligation of the Company under this Agreement and the Service Provider's failure to cure such default within 30 calendar days of the City's written notice to the Service Provider of such default. If the default is not capable of cure within said 30 calendar days, the Service Provider shall provide written notice to the City together with a schedule of cure within 15 calendar days of the City's notice of default, shall begin action to cure the default within said 30 calendar days, and shall diligently proceed to cure the default. The City may accept the Service Provider's schedule of cure, may make a written demand that the Service Provider cure the default within a time period set by the City, or may terminate this Agreement at the end of the 30-day default period.
- (e) The Company fails to consistently meet the Service response time requirements for transporting passengers or the reporting requirements of the RFP.
- (f) In the event of a strike by employees of the Service Provider that causes a disruption in the provision of Service as outlined in the Agreement, the City may, at its discretion, terminate the Agreement without penalty, provided the City shall comply with the terms and conditions of any transit employee protection requirements applicable to this Agreement as determined by the United States Department of Labor. 30 days for cure of any strike related issues will be allowed, provided that full service is maintained without

disruption during the period of the cure. Our goal is to ensure that service for our customers is not affected adversely during the resolution of Service Provider labor related issues. Failure to do so will be grounds to terminate the contract prior to the 30 day cure period.

9.10.4. Obligations Upon Expiration or Termination.

Upon expiration or termination of this Agreement, the Company shall promptly (a) return to the City all vehicles, vehicle maintenance records, employee files, computer programs, other files, documentation, data, media, related material and any other material and equipment that is owned by the City; and (b) allow the City or a new Service Provider access to the data, systems, software, infrastructure, or processes of the Company that are necessary to complete the Services.

9.10.5. Substitute Performance.

The parties acknowledge that time is of the essence in performing the Services, and that if the Company fails to meet response times as set forth in the RFP, the City may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have. If the Service Provider fails to provide the service as described in this agreement on any day (or days) for which this agreement calls for service to be provided, the Service Provider will be in default, and the City may take any of the following actions:

- (a) Employ such means as it may deem advisable and appropriate to obtain alternative Services until the matter is resolved and the Company is again able to perform its obligations under this Agreement; and
- (b) Deduct any and all expenses incurred by the City in obtaining alternative Services from another Service Provider from any money then due or to become due to the Company and, should the City's cost of continuing the operation exceed the amount due the Company, collect the amount due from the Company and also to assert a lien on all real and personal properties of the Company.

9.10.6. Cancellation of Orders and Subcontracts.

In the event this Agreement is terminated by the City for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all Services in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement.

9.10.7. Authority to Terminate.

The City Manager or the City Manager's Designee is authorized to terminate this Agreement on behalf of the City.

9.10.8. No Effect on Taxes, Fees, Charges, or Reports.

Any termination of this Agreement shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

9.10.9. Specific Performance and Injunctive Relief.

The Company agrees that the Services are important to the City's operation and that monetary damages are not an adequate remedy for the Company's failure to provide Services as required by this Agreement, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further agrees that a failure by it to perform the Services in the manner required by this Agreement will entitle the City to injunctive relief.

9.10.10. Other Remedies.

Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

**9.11. Publicity or Statements to the Press**

No advertising, sales promotion or other materials of the Company or its agents or representatives may identify or reference this Agreement or the City in any manner absent the City's prior written consent.

As a condition of entering into this Agreement, the Company further agrees to refrain from the following absent the City's prior written approval: (1) making any statement to the media regarding the subject matter of this Agreement or the City's position on any issue relating to this Agreement;

or (2) making any statement to the media on any issue which is in the City's judgment is likely to cause the Company or City staff to be viewed as anything other than neutral with respect to the subject matter of this Agreement, or cast doubt on the competence or integrity of the City.

Failure to comply with this Section by the Company shall constitute a material breach and, without limiting any other remedies the City may have, shall entitle the City to terminate this Agreement for default.

**9.12. Transition Services Upon Termination**

Upon termination or expiration of this Agreement, the Company shall cooperate with the City to assist with the orderly transfer of the Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. Prior to termination or expiration of this Agreement, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to migrate the work of the Company to another provider or to the City itself as described below (the "Transition Services"). Transition Services may include but shall not be limited to the following:

- (a) Pre-Migration Services.
  - i. Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and
  - ii. Notifying all affected Service Providers and subcontractors of the Company.
- (b) Migration Services.
  - i. Performing the Transition Service Plan activities.
- (c) Throughout Process and Post-Migration Services.
  - i. Answering questions regarding the Services on an as-needed basis; and
  - ii. Providing such other reasonable Services needed to effectuate an orderly transition to a new Service Provider.

Transition Services will include but not be limited to the following:

*Access* - The Service Provider shall provide the City and any new service provider reasonable access to the operating facility and the City's revenue vehicles.

*Data* - The Service Provider shall share (to the extent permitted by law) with the new service provider wage, benefit, employee records and other

relevant information relating to any Service Provider employees who at any time engaged in providing the City's Services.

*Documents* - The Service Provider shall provide the City and the new service provider copies of all leases, permits, licenses, and other relevant documents.

*Substance Testing* - The Service Provider shall provide the City with all documents pertaining to FTA Drug and Alcohol requirements including a completed FTA Drug and Alcohol Summary MIS report for its period of operations on the FTA form FTA-OH-26-0001-94-1, or subsequent revision.

*Maintenance* - The Service Provider shall provide the City all records associated with the Agreement including all FTA-required maintenance documentation.

*Record Retention* - The Service Provider shall retain all records associated with this Service, not provided to the City at the transition, in its possession for a minimum of three years.

#### 9.13. **Vehicles**

The Service Provider shall return to the City all vehicles in sound mechanical and operating condition less normal wear and tear, in accordance with the standards of the Agreement. The condition of the City's vehicles may be determined by a fleet inspection conducted by City staff or an independent maintenance consultant (the "Independent Inspector") selected by the City. The Independent Inspector shall not be a competitor of the Service Provider in provision of transportation services. The Independent Inspector shall, after examining the vehicle fleet, prepare and submit to the parties:

1. A written report identifying any corrective work necessary to return the City's vehicles to sound mechanical and operating condition, less ordinary wear and tear; and
2. An estimate of the cost of any repairs necessary to meet the standard set forth above.

The Service Provider at its sole cost and expense shall complete such identified repairs or the Service Provider shall, at its election, pay the City the sums set forth in the inspection report for such repairs. The Service Provider shall notify the City within 30 days of the date it receives the Independent Inspector's report whether it intends to complete the repair work itself or whether it intends to pay the City for the cost of said work. In the event the Service Provider elects to do the work itself, the Service Provider shall, within five days of such election, post a letter of credit or other security acceptable to the City in an amount equal to the estimated repair costs, to be payable to the City if the repairs are not completed by the conclusion of the Agreement. In the event the Service Provider elects

to pay the City for the cost of the repairs, the Service Provider shall do so in full within five days of such election.

The parties together with the Independent Inspector shall conduct a final acceptance of the City's vehicles on or about the date the Agreement expires to determine that the repair work required to be done pursuant to the inspection report is in fact complete. If the Service Provider elects to complete the repair work itself and any repair work remains incomplete as of the date the City's vehicles are returned, then the Service Provider shall pay the City on that date an amount equal to the cost of the remaining repair work as determined by the Independent Inspector or the City shall use the security posted by the Service Provider.

Provided the Service Provider either posts security acceptable to the City or pays the City any payments required to complete the repair work as stated in this subparagraph, the City shall not withhold or deduct any sums otherwise due to the Service Provider pursuant to the invoices rendered by it for Services completed up to and including the date the Agreement terminates, and all such invoices shall be paid in accordance with the Agreement.

9.14. **Audit**

During the term of this Agreement and for a period of three years after termination or expiration of this Agreement for any reason, the City shall have the right to audit, either itself or through a third party, the books and records (including but not limited to the technical records) of the Company to ensure the Company's compliance with all the terms and conditions of this Agreement, including but not limited to the terms of this Section 9.

9.15. **Licensing**

The Company shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City's Project Manager no later than ten days after the Service Provider receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the City within 24 hours of demand at any time during the agreement term. Licenses and certificates required for this agreement include, by way of illustration and not limitation, the following: 1) a business license valid in North Carolina; 2) any additional licenses pertaining to or that may be required to be held by field professionals participating in the contract work.

9.16. **Compliance with Laws and Codes**

The Company shall ensure that the Services are in compliance with all local, state and federal laws and regulations, including but not limited to any and all applicable regulations or requirements of the United States Department of Transportation and the Federal Transit Administration. In

performing the Services, the Company shall stay abreast of all current laws and amendments and comply with all local, state and federal laws and regulations.

The Service Provider shall at a minimum apply risk management practices accepted by the transit industry.

**9.17. Relationship of the Parties**

The relationship of the parties established by this Agreement is solely that of independent Service Providers, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other. The Company shall be fully and solely responsible for its own acts and omissions and those of its employees, officers, agents and subcontractor. All personnel supplied by Company subcontractor shall be considered employees or agents of Company. The Company shall be responsible for the payment of all salaries, withholding taxes, worker's compensation, disability benefits, Affordable Care Act requirements and other compensation and related taxes for such persons.

**9.18. Right To Approve Equipment**

The Service Provider agrees to allow the City to inspect and approve all equipment to be used to perform the Services. The City reserves the right to inspect all vehicles to make sure that they meet or exceed the City's expectations with regard to appearance, operation, and any other physical aspect of the vehicle that the City may deem appropriate. At any time, the City may require vehicles to be pulled from active Service until such time as the Service Provider resolves such problems with vehicle as determined by the City. The City reserves the right to inspect all vehicles before Services begin and randomly throughout the length of the Agreement without notice. Failure to comply will result in the City's requiring that the vehicle be removed from Service. The City may assess liquidated damages as referenced above or consider the Service Contractor's actions a breach of the Agreement.

**9.19. Assignment**

The obligations of the Company pursuant to this Agreement are not to be transferred, sub-contracted or assigned to any person or organization without the express written consent of the City.

In the event of any such assignment, the assignee shall comply with any conditions that the City may reasonably require for assignment of the Agreement, and shall accept such assignment and perform all work and other obligations of the Service Provider as fully as if the Agreement were originally made by assignee. Any such assignment shall not relieve or excuse the Service Provider from responsibility for performance to the City in the event the assignee does not fully perform all work and other obligations of the Service Provider under this Agreement.

9.20. **Successors and Assigns**

This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto; provided, however, this provision shall not be deemed to authorize the assignment or other transfer of this Agreement which may only be accomplished as expressly provided in this Agreement.

9.21. **Indemnification**

The Company shall indemnify, defend and hold harmless the City and the City's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) that arise directly or indirectly from:

9.21.1. Any infringement of any copyright, trademark, patent, or other proprietary rights, or any misappropriation of any trade secrets, in connection with any software, documentation, services or other products supplied directly or indirectly by the Company in connection with this Agreement, or any allegation of any of the foregoing (collectively referred to as "Infringement Claims");

9.21.2. Any act(s) of negligence or willful misconduct by the Company or any of its agents, employees or subcontractor Providers (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal;

9.21.3. Lawsuits resulting from criminal misbehavior by any Company employee;

9.21.4. Lawsuits resulting from the violent or criminal behavior of passengers while in performance of the Services if the Service Provider did not take reasonable measures to prevent such behavior from occurring;

9.21.5. The City's refusal to produce any item marked "Confidential Information/Trade Secret", in accordance with North Carolina law, of

the Company after receiving a request for such item and after being instructed by the Company not to produce it; or

9.21.6. Any claims by any persons or entities supplying labor or material to the Company in connection with the performance of the Company's obligations under this Agreement.

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the Services or any component thereof shall not be adversely affected by such replacement or modification.

The Service Provider agrees to assume complete and absolute liability and to indemnify and save harmless the City, its agents and employees from and against any and all claims, demands, suits, judgments, and settlements for sums of money for or on account of any matter or issue pertaining to or arising from or in any way connected with the performance of the Services described in this RFP unless due to the negligence or intentional wrongdoing of the City.

The Service Provider shall remain liable for complying with North Carolina General Statute 44A, Article 1, including North Carolina General Statute 44A-7(g), 44A, Article 1, unless due to negligence or wrongdoing by the City.

9.22. **Subcontracting**

Should the Company choose to subcontract, the Company shall be the prime Service Provider and shall remain fully responsible for performance of all obligations, which it is required to perform under this Agreement. Any subcontract entered into by Company shall be subject to the approval of the City and shall name the City as a third party beneficiary.

9.23. **Insurance**

9.23.1. Types of Insurance.

The Company shall obtain and maintain during the life of the Agreement, with an insurance company rated not less than A by A.M. Best, authorized to do business in the State of North Carolina the following insurance:

9.23.1.1. Automobile Liability.

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$10,000,000 bodily injury each person, each accident and \$10,000,000 property damage, or \$10,000,000 combined single limit - bodily injury and property damage.

9.23.1.2. Automobile Collision and Comprehensive Coverage. The Service Provider agrees to maintain automobile collision and comprehensive coverage equal to the full replacement value of all revenue and non-revenue vehicles with like kind and quality with a \$5,000 deductible. Said deductible shall be the responsibility of the Service Provider.

9.23.1.3. Commercial General Liability.

Bodily injury and property damage liability as shall protect the Company and any subcontractor Provider performing work under this Agreement, from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by the Company, any subcontractor Provider, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$10,000,000 bodily injury each occurrence/aggregate and \$10,000,000 property damage each occurrence/aggregate, or \$10,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Agreement. Completed operations liability endorsement shall continue in force for three years following completion of the agreement.

9.23.1.4. Fidelity Bond.

Providing blanket employee dishonesty, including faithful performance covering the Service Provider, its agents and all employees, officers, directors and any independent Service Providers in an amount of not less than \$100,000.

9.23.1.5. Workers Compensation and Employers Liability.

The Company shall meet the statutory requirements for workers compensation coverage of the State of North Carolina. The Company shall maintain a minimum of \$500,000 per employee/ \$500,000 per disease/ \$500,000 policy limit for employers liability coverage.

The Company shall not commence any work in connection with this Agreement until it has obtained all of the foregoing types of insurance and proof of such insurance has been approved by the City. The Company shall not allow any subcontractor to commence

work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

#### 9.23.2. Liability Limits.

Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

#### 9.23.3. Other Insurance Requirements.

9.23.3.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

***The Service Provider is advised that if any part of the work under this agreement is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Service Provider from meeting all insurance requirements or otherwise being responsible for the subcontractor.***

9.23.3.2. The City shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company operations under this Agreement.

9.23.3.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given 30 days written notice of any intent to amend or terminate by either the insured or the insuring company.

9.23.3.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished.

#### 9.24. Notices

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address set forth below:

**For The Company:**

To Be Determined

**For The City:**

City of Concord  
City Manager  
26 Union Street  
P.O. Box 308  
Concord, NC 28026  
Phone: 704.920.5209  
Fax: 704.795.0815  
Email: [hiattb@concordnc.gov](mailto:hiattb@concordnc.gov)

**With Copy To:**

City Attorney  
City of Concord  
26 Union Street South  
P.O. Box 308  
Concord, NC 28026  
Phone: 704.920.5115  
Email: [kolczynv@concordnc.gov](mailto:kolczynv@concordnc.gov)

Transit Manager  
Rider Transit Center  
3600 South Ridge Avenue  
Concord, NC 28025  
Phone: 704.920.5878  
Fax: 704.920.6900  
Email: [weslowlj@concordnc.gov](mailto:weslowlj@concordnc.gov)

Notice shall be effective upon the date of receipt by the intended recipient. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

9.25. **Non-Discrimination**

The City is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. For purposes of this section, *prohibited discrimination* means discrimination in the solicitation, selection, and / or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, *prohibited discrimination* also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anti-competitive practice that tends to increase

the cost of goods and services to the City and others. As a condition of entering into this Agreement, the Company represents, warrants and agrees that it does not and will not engage in or condone prohibited discrimination. Without limiting any rights the City may have at law or under any other provision of this Agreement, it is understood and agreed that a violation of this provision constitutes grounds for the City to terminate this Agreement.

As a condition of entering into this Agreement, the Company further agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors; and (b) provide to the City within 60 days after completion of performance under this Agreement a Final Payment Affidavit. Failure to maintain or failure to provide such information constitutes grounds for the City to terminate or withhold payment under this Agreement.

#### 9.26. **Drug-Free Workplace**

The City is a drug-free workplace employer. The Concord City Council has adopted a policy requiring City Service Providers to provide a drug-free workplace in the performance of any City agreement.

In order to be eligible to submit a Proposal for a City service agreement, a prospective Service Provider must certify that it will, if awarded the Agreement, provide a drug-free workplace and comply with the rules and regulations set forth by the FTA during the performance of the Agreement. **In addition, it is required that the selected Service Provider has a Zero Tolerance policy for any project personnel that have a positive drug test or alcohol result.** The Service Provider shall dismiss from duty immediately any project personnel testing positive for use of a controlled substance. The Company hereby certifies that it has, or it will within 30 days after execution of this Agreement:

9.26.1. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

9.26.2. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

- 9.26.3. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in 9.26.1, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 9.26.4. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime;
- 9.26.5. Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 9.26.6. Require any party to which it subcontracts any portion of the work under the Agreement to comply with the above provisions.

By submitting a Proposal, a prospective Service Provider certifies that it will comply with the City of Concord's drug-free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.

If the prospective Service Provider is an individual, the drug-free workplace requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Agreement.

## 9.27. **Miscellaneous**

- 9.27.1. Entire Agreement.  
This RFP and the Agreement Documents, including all Exhibits, and Attachments, all of which are hereby incorporated herein by reference, constitute the entire Agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 9.27.2. Changes in Responsibility  
Mutually agreed upon changes in the division of responsibilities between the City and the Service Provider shall require a change in either the base and/or marginal agreement rates.
- 9.27.3. Governing Law and Jurisdiction.  
The parties acknowledge that any Agreement entered into pursuant to this RFP, is made and entered into in Cabarrus County, North Carolina, and will be performed in Cabarrus and Southern Rowan County and Northern Mecklenburg County,

North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under any Agreement entered into pursuant to this RFP, and that North Carolina law shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles).

The exclusive forum and venue for all actions arising out of this Contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue.

9.27.4 Binding Nature and Assignment.

Any Agreement entered into pursuant to this RFP, shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

9.27.5 Amendments To the Agreement.

Any changes in any Agreement entered into pursuant to this RFP, must be mutually agreed upon by the parties and must be incorporated by written amendments to the Agreement and will not be valid unless signed by both parties.

9.27.6 City Not Liable for Delays.

It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder.

9.27.7 Force Majeure.

The Company shall not be excused from performance under this Agreement by virtue of force majeure events. The Company shall take precautions sufficient to ensure that force majeure events (including but not limited to fire, flood, earthquake, hurricane, elements of nature, strikes, labor disputes, and acts of God) do not result in any failure or delay in the performance of the Company's obligations pursuant to this Agreement. Failure to comply with this provision will constitute a default under this Agreement, and grounds for immediate termination.

The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and

such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if all of the following conditions are satisfied:

- (a) If such failure or delay:
  - i. Could not have been prevented by reasonable precaution;
  - ii. Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
  - iii. If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
- (b) An event, which satisfies all of the conditions set forth above, shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the Company shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- (c) Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Company from performing its obligations for more than five days, the City shall have the right to terminate this Agreement by written notice to Company.

Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the Company from the performance of its obligations under this Agreement.

9.27.8 Severability.

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all

obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

9.27.9 Approvals.

All approvals or consents required under this Agreement must be in writing.

9.27.10 Waiver.

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

9.27.11 Survival of Provisions.

Those Sections of this Agreement and the Exhibits which by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement, including but not limited to all definitions and, a list of surviving Sections which will be included in the final Agreement.

9.27.12 Interests of the Parties.

The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

9.27.13 No Bribery.

The Company certifies that neither it, any of its affiliates or subcontractor Providers, nor any employees of any of the forgoing has bribed or attempted to bribe or offer gratuities to an officer or employee of the City in connection with this Agreement.

9.27.14 Change in Control.

In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Agreement for default by written notice to the Company. The Company shall notify the City within ten days after it becomes aware that a change in Control will occur. As used in this Agreement, the term "Control" shall mean the possession, direct or indirect, of either:

9.27.14.1 The ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in Company; or

9.27.14.2 The power to direct or cause the direction of the management and policies of Company whether through the ownership of voting securities, by agreement or otherwise.

9.27.15 Familiarity and Compliance with Laws and Ordinances.

The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), the Affordable Care Act (ACA) and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

9.27.16 Agreement Monitoring.

The City shall have the right to audit the Company's compliance with the terms and conditions of this Agreement, including but not limited all provisions related to payment and performance. The City shall have the right to conduct such audits, either through its own staff or through an independent auditor, at such times as the City deems appropriate. The Company shall fully cooperate with all such audits, and shall make available for copying and inspection all books and records requested by the City or its designated agent. The Company shall further allow the City or its designated agent to inspect the Company's facilities in connection with such audits. The City shall pay its own expenses relating to such audits, but shall not have to pay any expenses or additional costs of the Company. Notwithstanding the forgoing, in the event an audit reveals an overcharge to the City in excess of \$5,000 or a failure to perform services that has cost the City more than \$10,000, the Company shall reimburse the City for all costs relating to the audit, including but not limited to internal staff hours and amounts paid to an outside auditor.

On demand of all books of account, computer files and other records, reports and financial statements of the Service Provider in any way pertaining to the provisions of the Services described in this RFP shall be made available to the City for audit. Such records shall be clearly identified, readily accessible and be retained by the Service Provider for at least three years after the termination of the Agreement.

9.27.17 Harassment.

The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to Agreement termination.

9.27.18 Taxes.

The Company shall pay all applicable federal, state and local taxes, which may be chargeable against the performance of the Services.

9.27.19 Waiver of Right to Jury Trial.

The City and Company waive and will waive all rights to have a trial by jury in any action, proceeding, claim or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with this Agreement.

# Section 10

## Required Forms - Form One

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### REQUEST FOR PROPOSALS ACKNOWLEDGEMENT FORM

The Service Provider hereby certifies receipt of the Request for Proposals package for the City of Concord, North Carolina, "Solicitation of the Contract Provider for Concord Kannapolis Transit System Services". This form should be completed upon receipt of the City's Request for Proposals package and faxed, emailed or mailed to the City. Please email, fax or mail the completed Request for Proposals Acknowledgement Form to the attention of:

\_\_\_\_\_  
L.J. Weslowski  
City of Concord  
3600 South Ridge Avenue  
Concord, NC 28025  
**Email:** [weslowlj@concordnc.gov](mailto:weslowlj@concordnc.gov)  
**Fax:** 704.920.6900.

Date: \_\_\_\_\_

---

Authorized  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company  
Name: \_\_\_\_\_

Please check the appropriate space provided below and provide the requested information:

\_\_\_\_ We plan to submit a Proposal in response to "Concord Kannapolis Area Transit (Rider) Fixed Route and ADA Paratransit Services".

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

Contact E-mail address: \_\_\_\_\_

Contact phone: \_\_\_\_\_ Fax number: \_\_\_\_\_

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

Contact E-mail address: \_\_\_\_\_

Contact phone: \_\_\_\_\_ Fax number: \_\_\_\_\_

\_\_\_\_ We do not plan to submit a Proposal in response to "Concord Kannapolis Area Transit (Rider) Fixed Route and ADA Paratransit Services".

Reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Section 10

## Required Forms - Form Two

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### ADDENDA RECEIPT CONFIRMATION FORM

#### Solicitation of the Contract Provider for Concord Kannapolis Transit System Services

ADDENDUM #:

DATE:

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I certify that this proposal complies with the General and Specific Specifications and Conditions issued by the City except as clearly marked in the attached copy of all addenda for this RFP. It is the responsibility of the Service Provider to be sure they have reviewed all the addenda associated with this RFP.

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

# Section 10

## Required Forms - Form Three

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### PROPOSAL SUBMISSION FORM

#### Solicitation of the Contract Provider for Concord Kannapolis Transit System Services

This Proposal is submitted by:

Service Provider: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: (Typed) \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

(Area Code) Telephone Number

Facsimile: \_\_\_\_\_

(Area Code) Telephone Number

**It is understood by the Service Provider that the City reserves the right to reject any and all proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and rebid this RFP. Proposals will be considered valid for one-hundred and eighty (180) calendar days from the date of Proposal submission.**

\_\_\_\_\_  
**Service Provider**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name (Please type or print name)**

\_\_\_\_\_  
**Authorized Signature**

# Section 10

## Required Forms - Form Four

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### SERVICE PROVIDER AND INSURANCE AGENT STATEMENT FORM

#### Solicitation of the Contract Provider for Concord Kannapolis Transit System Services

We, the Company's insurance provider, understand the insurance requirements of these Specifications. Evidence of the insurability of the Company shall be provided to the City prior to Contract execution. If our client is awarded this Contract, we agree to provide the City with a thirty (30) day written notice of any intent to amend, terminate, or non-renew coverage by the insuring company.

\_\_\_\_\_  
Service Provider:

\_\_\_\_\_  
Insurance Agency:

\_\_\_\_\_  
Signature of Service Provider

\_\_\_\_\_  
Signature of Service Provider's

Agent: \_\_\_\_\_

Agent's Errors and Omission  
Policy: \_\_\_\_\_

Signature of N.C. Resident  
Agent: \_\_\_\_\_

Amount of Coverage	Number	Date	Coverage
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\_\_\_\_\_  
Name and Location of Agency

\_\_\_\_\_  
Address of Agency

\_\_\_\_\_  
(Area Code) Telephone Number

# Section 10

## Required Forms - Form Five

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### Project Functional Requirements

The City has created a matrix to help the Proposers understand the expectations of the City and to aid in the comparison of the Proposals.

Each Proposal must include the matrix in this Exhibit with the appropriate code denoted by the Proposer for each requirement of the Services.

The inability of a Proposer to successfully meet all of the functional requirements listed in this Exhibit will not invalidate the Proposal, although those Proposals, which do meet all of the functional requirements, will be given priority.

Service Providers are to provide their response under each and every subsection with one of the following response codes:

Code	Functional Requirement of Proposed Proposal Requirements
"N"	Proposer cannot meet the requirement.
"Y"	Proposer currently meets this requirement.
"F"	This requirement will be met if awarded a contract. (Explanation Required)
"X"	The requirement will be met by the proposed solution in some other way. (Explanation Required)

If the Proposer does not completely comply with a requirement, then state the reason why on an attached sheet. Service Providers should clearly identify any inability to meet defined requirements. For the clauses requiring detailed information or description, provide as much information as is necessary to adequately answer the question. If additional response space is needed, the Service Provider must provide the response on a separate page and reference the attached response by section number.

# Section 10

## Required Forms - Form Five

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Feature Code

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*Will the Service Provider be able to comply with the following:*

1. General tasks - Section 5.B.1
  2. General tasks - Section 5.B.2
  3. General tasks - Section 5.B.3
  4. General tasks - Section 5.B.4
  5. General tasks - Section 5.B.5
  6. Services - Section 5.C
  7. Technology – Section 5.D.6
  8. Personnel – Section 5.F
  9. Employee training - Section 5.G
  10. Reporting - Section 5.H
  11. Coordination - Section 5.I
  12. Use of assets - Section 5.J
  13. Uniforms - Section 5.L
  14. Fares and fare collection - Section 5.M
  15. Substance Abuse Testing - Section 5.N
  16. Environmental Sustainability - Section 5.O
  17. Maintenance scope of work - Section 6.A (Attach Preventative Maintenance Program)
  18. Preventative maintenance - Section 6.C
  19. Vehicle damage - Section 6.D
  20. Responsibility – Section 6.E
  21. Parts, lubricants, and supplies – Section 6.G
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# Section 10

## Required Forms - Form Five

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- 22. Vehicle cleaning – Section 6.I (Attach Vehicle Cleaning Program)
  - 23. Maintenance auditing – 6.N
  - 24. Maintenance – Section 9.8
  - 25. Vehicles – Section 9.13
-

# Section 10

## Required Forms – Form Six

### ATTACHMENT A COST PROPOSAL FORM

Please complete the following forms to indicate scheduled revenue hour charge, one for Fixed Route services, and one for ADA Paratransit services. This information should be completed in an identical format as outline by this form, using Microsoft Excel to be included in the digital copy of the Proposal. For costs specific to either Fixed Route or ADA Paratransit services, please note on the cost proposal form for each. For example, since nearly all calls received by the Service Provider’s call center will be related to ADA Paratransit service, then minimal costs associated with reservationists and schedulers should be allocated toward the proposed fixed route revenue hour rate. Percentages of time allocated to shared positions that work on both fixed route and ADA Paratransit work such as the operations manager, safety supervisor, etc., should be split evenly at 50% fixed route and 50% ADA Paratransit. All capital costs of vehicles, computers, and technology equipment (maintenance of said equipment included) must be segregated between fixed route and ADA Paratransit service accordingly. Please fill out all line items. If there is no cost budgeted for a particular line item, it MUST be marked N/A to ensure that all expenses are captured completely. Failure to do so may result in the Proposal being considered non-responsive. Any expenses that do not fit into one of the specified line items may be added at the end of the list.

For Contract Years One, Two, Three, Four and Five, the City will pay the rate for each hour of service operated as proposed in the table below. Should the City decide to extend the Agreement Years 6-10, the City will pay the rate for each hour of service operated as proposed in the table below. There will not be separate pay rates for weekday versus weekend service or special trip requests or for any other service.

The calculation of total cost will include the cost to the City, as well as any indirect costs of the City associated with monitoring the Contract. **\*\*These are estimated hours only. Actual payment will be made on the actual service hours provided.**

The range of service hours identified below includes an anticipated number for the Service. As of the time of the issuance of the RFP, the City has a CMAQ grant to operate Sunday service until 9/30/16. Providers are asked to provide two pricing models: one which assumes Sunday service remains, and one which assumes Sunday service ends as of 9/30/2016 (the projections listed below). The City reserves the right to increase or decrease service hours to meet the demand of the Service.

**Estimated Hours of Service for the Contract**

	Peak Vehicles	Start of Service	Estimated Annual Revenue Vehicle Hours				
			YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
<i>Fixed Route</i>	7	7/1/2016	32,235	31,143	31,143	31,143	31,143
<i>ADA Paratransit</i>	3	7/1/2016	9,309	8,898	8,898	8,898	8,898
<b>Total</b>	<b>10</b>						

# Section 10

## Required Forms – Form Six

FIXED ROUTE - ESTIMATED REVENUE HOURS		
Orange Route	Weekday/Sat./Sun	15/12/12 Revenue Hours
Purple Route	Weekday/Sat./Sun	15/12/12 Revenue Hours
Yellow Route	Weekday/Sat./Sun	15/12/12 Revenue Hours
Red Route	Weekday/Sat./Sun	15/12/12 Revenue Hours
Blue Route	Weekday/Sat./Sun	15/12/12 Revenue Hours
Green Route	Weekday/Sat./Sun	15/12/12 Revenue Hours
Brown Route	Weekday/Sat./Sun	15/12/12 Revenue Hours
<p><b>Total Daily Revenue Hours:</b> 105 Weekday Revenue Hours 84 Saturday Revenue Hours 84 Sunday Revenue Hours</p> <p><b>Total Weekly:</b> 609-693 Weekly Revenue Hours</p> <p><b>Annual Hours:</b> 31,143-35,511 Annual Estimated Revenue Hours</p>		
<p><b>*These Revenue Hour Totals Represent Current Estimates And Are Subject To Modification. The City Reserves The Right To Increase Or Decrease These Hours Per The Procedures Outlined In The RFP.</b></p>		

ADA PARATRANSIT - ESTIMATED REVENUE HOURS		
ADA Paratransit (2 LTVs)	Weekday/Sat./Sun	30/24/24 Revenue Hours
<p><b>Total Weekly:</b> 198 Weekly Revenue Hours</p> <p><b>Annual Hours:</b> 8,898-10,146 Annual Estimated Revenue Hours</p>		
<p><b>*These Revenue Hour Totals Represent Current Estimates And Are Subject To Modification. The City Reserves The Right To Increase Or Decrease These Hours Per The Procedures Outlined In The RFP.</b></p> <p><b>** The ADA ridership has averaged 482 trips per month over the last 6 months, and is expected to grow 25-50% over the first five years of this contract. Service Providers are encouraged to propose an alternative number of projected annual hours to meet demand, and/or alternative pricing models in order to help the City control costs for the provision of ADA Paratransit services while providing necessary coverage to meet FTA ADA Paratransit requirements.</b></p>		

# Section 10 Required Forms - Form 6

## Fixed Route Wages and Benefits

Positions	#	Wages (per hour)	Benefits (per hour)	Total Annual Cost
Operators				
- FT		\$	\$	\$
- PT		\$	\$	\$
Road/Street Supervisor				
- FT		\$	\$	\$
- PT		\$	\$	\$
Dispatch				
- FT		\$	\$	\$
- PT		\$	\$	\$
Reservationist/Scheduler				
- FT		\$	\$	\$
- PT		\$	\$	\$
Mechanic				
- FT		\$	\$	\$
- PT		\$	\$	\$
Fueler/Cleaner				
- FT		\$	\$	\$
- PT		\$	\$	\$
Operations Sup/Mgr		\$	\$	\$
Safety Sup/Mgr		\$	\$	\$
Maintenance Sup/Mgr		\$	\$	\$
GM		\$	\$	\$
Payroll Taxes		\$	\$	\$
<b>Total Wages and Benefits Costs</b>		\$	\$	\$

# Section 10 Required Forms - Form 6

## ADA Paratransit Wages and Benefits

Positions	#	Wages (per hour)	Benefits (per hour)	Total Annual Cost
Operators				
- FT		\$	\$	\$
- PT		\$	\$	\$
Road/Street Supervisor				
- FT		\$	\$	\$
- PT		\$	\$	\$
Dispatch				
- FT		\$	\$	\$
- PT		\$	\$	\$
Reservationist/Scheduler				
- FT		\$	\$	\$
- PT		\$	\$	\$
Mechanic				
- FT		\$	\$	\$
- PT		\$	\$	\$
Fueler/Cleaner				
- FT		\$	\$	\$
- PT		\$	\$	\$
Operations Sup/Mgr		\$	\$	\$
Safety Sup/Mgr		\$	\$	\$
Maintenance Sup/Mgr		\$	\$	\$
GM		\$	\$	\$
Payroll Taxes		\$	\$	\$
<b>Total Wages and Benefits Costs</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>

# Section 10 Required Forms - Form 6

## Annual Facility & Maintenance Costs

### Annual Operating Budget

<u>Facility &amp; Maintenance Costs</u>	<u>Year 1</u>
Lease or acquisition cost	\$
Utilities	\$
Maintenance/Upkeep	\$
Property Taxes	\$
Janitorial & Trash Removal	\$
Bus Washer	\$
Misc. Tools	\$
Fuel Tank Purchase	\$
Fuel Tank Installation	\$
Parking Lot Paving Depreciation	\$
Bus Detailing	\$
Accident Repairs	\$
Tires	\$
Parts & Supplies	\$
Non-revenue vehicles & equipment service/repairs	\$
Bus Wash Supplies & Other Consumables	\$
Fuel - Non Revenue Vehicles	\$
Oil & Lubricants	\$
Misc. Shop Supplies	\$
Towing	\$
Out of Shop Repairs	\$
Environmental Services	\$
Uniforms & Tools	\$
Maint. Drug Testing & Physicals & Background Checks	\$
Radio Repairs	\$
Fare Box Repairs	\$
Tool & Equipment Rental	\$
Safety Equipment	\$
Maint. Incentive Programs	\$
Maint. Training/Certification	\$

# Section 10 Required Forms - Form 6

## Annual Operations Costs

### Annual Operating Budget

<u>Operations Costs</u>	<u>Year 1</u>
Zonar Electronic Inspection System Fees	\$
Office Furniture & Equipment	\$
Computer Equipment	\$
Computer Software	\$
Legal Fees	\$
Payroll Processing	\$
Telephone (cell only)	\$
Insurance	\$
Printing	\$
Postage	\$
Office Supplies	\$
Permits/Licenses	\$
Driver Drug Testing & Physicals & Background Checks	\$
Driver Uniforms & License Allow.	\$
Operations Incentive Programs	\$
Safety & Training Supplies	\$
SmartDrive Clip Review	\$
DriveCam Mgmt	\$
Non-revenue Vehicle Leases	\$
Performance Bond	\$
Recruitment & Advertising Expenses	\$
Computer Supplies/Maint. Contracts	\$
Dues & Memberships	\$
Travel	\$
Internet Expense	\$
Local Community Involvement/Support	\$
Local Discretion/Misc.	\$
Working Capital	\$
Local Discretion	\$
Start Up Costs	\$
Facility Improvements	\$
Corporate Overhead	\$
Profit	\$
<hr/>	
<b>Non Personnel Expenses Total</b>	<b>\$</b>
<b>Personnel Costs (Wages and Benefits)</b>	<b>\$</b>
<b>Fully Allocated Annual Cost</b>	<b>\$</b>
<b>Rate per Hour</b>	<b>\$</b>

# Appendix A

## City Supplied Equipment

The vehicle specifications for the Gillig low-floor buses will be distributed after the pre-proposal meeting upon request. The city will email the specification by request. Request must be made via email at [weslowlj@concordnc.gov](mailto:weslowlj@concordnc.gov).

Fleet ID #	Description of asset	Purchase Date
T-101	2004 FORD F250 4X2 w/air compressor	11/7/2003
T-501	GILLIG 35' LOW FLOOR BUS – HYBRID w/GFI Odyssey	1/9/2014
T-502	GILLIG 35' LOW FLOOR BUS – HYBRID w/GFI Odyssey	1/9/2014
T-503	GILLIG 35' LOW FLOOR BUS – HYBRID w/GFI Odyssey	1/9/2014
T-504	GILLIG 35' LOW FLOOR BUS – HYBRID w/GFI Odyssey	1/9/2014
T-505	GILLIG 35' LOW FLOOR BUS – HYBRID w/GFI Odyssey	1/9/2014
T-506	GILLIG 35' LOW FLOOR BUS – HYBRID w/GFI Odyssey	1/9/2014
T-507	GILLIG 35' LOW FLOOR BUS – HYBRID w/GFI Odyssey	1/9/2014
T-508	GILLIG 35' LOW FLOOR BUS – HYBRID w/GFI Odyssey	1/9/2014
T-409	GILLIG 35' LOW FLOOR BUS w/GFI Odyssey	6/30/2008
T-410	GILLIG 35' LOW FLOOR BUS - w/GFI Odyssey	6/30/2008
T-411	2010 ELDORADO LTV VAN - w/GFI Odyssey	1/13/2010
T-412	2010 ELDORADO LTV VAN - w/GFI Odyssey	1/13/2010
	KONI-STERTIL MOBILE LIFTING COLUMNS	3/10/2004
	KONI-STERTIL MOBILE LIFTING COLUMNS	3/11/2004
	KONI-STERTIL MOBILE LIFTING COLUMNS	3/12/2004
	KONI-STERTIL MOBILE LIFTING COLUMNS	3/10/2004
	KONI-STERTIL MOBILE LIFTING COLUMNS	7/2/2014
	KONI-STERTIL MOBILE LIFTING COLUMNS	7/2/2014
	KONI-STERTIL MOBILE LIFTING COLUMNS	7/2/2014
	KONI-STERTIL MOBILE LIFTING COLUMNS	7/2/2014
	WALK AROUND MOBILE BUS WASHER	2004
	MOTOROLA XTL2500 DASH MOUNT 35 WATT RADIO (12)	11/11/2010
	MOTOROLA XTS2500 MODEL II 3 WATT PORTABLE RADIO (6)	11/12/2010
	ANGELTRAX HYBRID VAULT 8CH MDVR W/ DUAL 320GB HD SYSTEM SURVEILLANCE CAMERAS FOR BUSES/LTVS ( 5/4 INTERNAL, 5 EXTERNAL)	1/3/2013

# Exhibit A Financial Resources Data Form

		1	2	3	4	5
		2010	2011	2012	2013	2014
<b>A.</b>	Total Revenues					
<b>B.</b>	Net Income					
<b>C.</b>	Total Assets					
<b>D.</b>	Current Assets					
<b>E.</b>	Total Liabilities					
<b>F.</b>	Current Liabilities					
<b>G.</b>	Equity					

Using the information provided in the table, calculate:

A. Revenue Growth Percentages.

2007:  $(A2-A1)/A1$  \_\_\_\_\_ %  
 2008:  $(A3-A2)/A2$  \_\_\_\_\_ %  
 2009:  $(A4-A3)/A3$  \_\_\_\_\_ %  
 2010:  $(A5-A4)/A4$  \_\_\_\_\_ %

B. Profitability Percentages.

Return on Revenue

2007:  $B2/A2$  \_\_\_\_\_ %  
 2008:  $B3/A3$  \_\_\_\_\_ %  
 2009:  $B4/A4$  \_\_\_\_\_ %  
 2010:  $B5/A5$  \_\_\_\_\_ %

# Exhibit A

## Financial Resources Data Form

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C. Return on Assets

2006: B2/C2 \_\_\_\_\_ %  
2007: B3/C3 \_\_\_\_\_ %  
2008: B4/C4 \_\_\_\_\_ %  
2009: B5/C5 \_\_\_\_\_ %

D. Leverage Ratio

2007: E2/G2 \_\_\_\_\_ %  
2008: E3/G3 \_\_\_\_\_ %  
2009: E4/G4 \_\_\_\_\_ %  
2010: E5/G5 \_\_\_\_\_ %

E. Net Worth

2007: C2 - E2 \$ \_\_\_\_\_  
2008: C3 - E3 \$ \_\_\_\_\_  
2009: C4 - E4 \$ \_\_\_\_\_  
2010: C5 - E5 \$ \_\_\_\_\_

F. Revenue to Working Capital

2007: A2/(D2 - F2) \_\_\_\_\_ %  
2008: A3/(D3 - F3) \_\_\_\_\_ %  
2009: A4/(D4 - F4) \_\_\_\_\_ %  
2010: A5/(D5 - F5) \_\_\_\_\_ %

G. Working Capital

2007: D2 - F2 \$ \_\_\_\_\_  
2008: D3 - F3 \$ \_\_\_\_\_  
2009: D4 - F4 \$ \_\_\_\_\_  
2010: D5 - F5 \$ \_\_\_\_\_

H. Liquidity Ratio

2007: D2/F2 \_\_\_\_\_ %  
2008: D3/F3 \_\_\_\_\_ %  
2009: D4/F4 \_\_\_\_\_ %  
2010: D5/F5 \_\_\_\_\_ %

# Exhibit A Financial Resources Data Form

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## NON-DISCRIMINATION CERTIFICATION

CONTRACT TITLE: Concord Kannapolis Transit System Service Contract

PROPOSER: \_\_\_\_\_

The undersigned Proposer hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in or condoned prohibited discrimination.
2. For purposes of this certification, *prohibited discrimination* means discrimination in the solicitation, selection, and / or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, *prohibited discrimination* also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination.
3. Without limiting any other provision of the solicitation for proposals on this Project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the proposal submitted by the Proposer on this Project and terminate any contract awarded based on such proposal.
4. As a condition of contracting with the City, the Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Proposer and terminate any contract awarded on such bid.

\_\_\_\_\_  
NAME OF FIRM

BY: \_\_\_\_\_(SEAL)  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TITLE

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ATTEST/WITNESS:

\_\_\_\_\_  
Secretary/Name of Witness (AFFIX CORPORATE SEAL)

# Exhibit B Performance Bond

## PERFORMANCE BOND

Date of Execution of this Bond \_\_\_\_\_

Name and Address of  
Principal (Contractor) \_\_\_\_\_  
\_\_\_\_\_

Name and Address  
of Surety \_\_\_\_\_  
\_\_\_\_\_

Name and Address of  
Contracting Body \_\_\_\_\_  
\_\_\_\_\_

Amount of Bond \_\_\_\_\_  
\_\_\_\_\_

Contract That certain contract by and between the Principal and the  
Contracting Body above named dated \_\_\_\_\_  
for \_\_\_\_\_  
\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached;

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

# Exhibit B Performance Bond

## PERFORMANCE BOND: (Continued)

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals as of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)  
Printed Name \_\_\_\_\_

\_\_\_\_\_  
Principal (Name of individual and trade name,  
partnership, corporation, or joint venture)

BY \_\_\_\_\_ (SEAL)  
Printed Name \_\_\_\_\_

TITLE \_\_\_\_\_  
(Owner, Partner, Office held in  
corporation, joint venture)

ATTEST: (Corporation)

**(Corporate Seal of Principal)**

BY \_\_\_\_\_  
Printed Name \_\_\_\_\_

TITLE \_\_\_\_\_  
(Corporation Secretary or  
Assistant Secretary Only)

WITNESS:

\_\_\_\_\_  
Surety (Name of Surety Company)

BY \_\_\_\_\_  
Printed Name \_\_\_\_\_

TITLE \_\_\_\_\_ Attorney in Fact

**(Corporate Seal of Surety)**

\_\_\_\_\_  
(Address of Attorney in Fact)

# Exhibit C

## REQUIRED FEDERAL THRID PARTY CONTRACT PROVISIONS FOR FTA FUNDED CONTRACTS

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### **FEDERAL THIRD PARTY CONTRACT PROVISIONS**

#### *OPERATIONS and MANAGEMENT CONTRACTS*

**1. General**

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Compliance with and citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (17), dated October 1, 2015; FTA Circular 4220.1F, dated November, 2008, updated March 13th, 2013; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

**THE FOLLOWING MAY BE USED SYNONYMOUSLY:**

**“BIDDER” AND “CONTRACTOR”**

**“PURCHASER”, “PROCURING AGENCY”, “CITY” AND “OWNER”**

**2. Federal Changes**

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

**3. Conflict of Interest**

No employee, officer, board member, or agent of the City shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

**4. Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601,et seq.). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part

20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

***The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$100,000 or more and prior to the award of the contract.***

## **6. Civil Rights**

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any business, employee or applicant from employment, participation, program benefits, business opportunities or employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", Oct 1<sup>st</sup>, 2012.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

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

(b) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

(3) **Nondiscrimination on the Basis of Age** – The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

(4) **Nondiscrimination on the Basis of Sex** - The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

(5) **Access for Individuals with Disabilities** - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

(6) **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

(7) **Environmental Justice.** The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

(8) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

(9) **Other Nondiscrimination Laws.** The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

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

## **7. Contracting with Disadvantaged Business Enterprises**

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16<sup>th</sup>, 2003.

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 3.6 %. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Concord deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Concord. In addition, [the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify the City of Concord, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Concord.

## **8. Clean Air Act**

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

these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**9. Clean Water**

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

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**10. Environmental Protection**

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S. C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser's responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq*. November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

**11. Energy Conservation**

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

**12. Buy America**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Small purchases (under the \$150,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".

*These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the City the appropriate Buy America certification (Attachment C or D) with all bids where FTA funds are provided, except those subject to a general waiver or less than \$150,000.*

**BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION MUST BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either C or D) SHALL BE SUBMITTED.**

This requirement does not apply to lower tier subcontractors.

### 13. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet the requirements of the Pre-Award and Post-Delivery Audits for Rolling Stock. 49 U.S.C. Section 5323(m), as amended by MAP-21 and FTA's implementing regulation 49 CFR Part 663, dated September 24, 1991, and, when promulgated, any amendments to those regulations, require all recipients purchasing vehicles carrying passengers to conduct pre-award and post-delivery audits. If the provisions of 49 U.S.C. Section 108

5323(m), as amended by MAP-21 conflict with FTA's implementing regulations as currently promulgated the provisions of 49 U.S.C. Section 5323(m), as amended, prevail.

#### Pre-Award Audit:

Pre-award information may also be submitted with the bid.

#### (1) Buy America Requirements: (for contracts of \$100,000 and more)

The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (see Section 14. Buy America). If the Contractor certifies compliance with Buy America, it shall provide supporting documentation that indicates that 60% of the cost of all components are manufactured in the United States and that final assembly takes place in the United States. The documentation shall include:

- a) the component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;
- b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of the final assembly; and
- c) a copy of the letter from FTA granting a waiver on the vehicle(s) for all or part of the Buy America requirement under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act (STAA) of 1982, as amended;

#### (2) Federal Motor Vehicle Safety Standards (FMVSS) Certification: (must be completed for all purchases)

The Contractor shall submit:

- a) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS regulations; or
- b) the manufacturer's certified statement that the contracted vehicles will not be subject to the FMVSS regulations.

- (3) Solicitation Specification Requirements:  
The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

Post-Delivery Audit:

Upon completion of the vehicle(s), and prior to filing of the title, the successful bidder shall provide the information indicated in 1-3 above. This post-delivery audit is required to ensure that the vehicle(s) were manufactured as intended. Failure to comply with this requirement or inability to certify Buy America compliance shall be cause for rejection of the vehicle(s).

Upon delivery and acceptance of the equipment, the vehicle(s) shall undergo a thorough visual inspection and road test to assure compliance to contract specifications.

\*Note - The term "manufacturer" shall include, but not be limited to, the chassis manufacturer; the secondary manufacturer; a second party providing additions or modifications to the vehicle, and/or the bidder.

Please refer to EXHIBIT I regarding computation of component and subcomponent parts.

The Contractor shall require the lowest bidders, determined at bid opening, to submit the Pre-Audit information within three (3) working days of the request. This information may also be submitted with the bid. This pre-award audit information is required to be eligible for award of the bid. Failure to comply with this requirement shall be cause for rejection of the bid.

Certifications of Pre-Award and Post-Delivery Audits should be presented with documentation from contractor. Additional documentation should be made available upon request.

**14. Fly America**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**15. Recycled Products**

The Recycled Products requirement applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000

or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000. These requirements flow down to all contractor and subcontractor tiers.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## 16. **Debarment and Suspensions**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

The City of Concord will be reviewing all third party contractors under the federal System for Award Management Excluded Parties Listing System at <http://sam.gov> before entering into any contracts.

The City of Concord agrees and assures that its third party contractors and lessees will review the federal System for Award Management at <http://sam.gov> before entering into any sub agreement, lease, or third party contract.

***The requisite Debarment and Suspension Certification is included as ATTACHMENT B (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.***

## 17. **Termination or Cancellation of Contract**

The Contractor agrees:

- (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third party procurements,
- (2) To comply with U.S. DOT third party procurement regulations, specifically 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 – 19.48, and other applicable Federal regulations that affect its third party procurements as may be later amended,
- (3) To follow the most recent edition and any revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," except as FTA determines otherwise in writing, and

(4) That although the FTA “Best Practices Procurement Manual” provides additional third party contracting guidance, the Manual may lack the necessary information for compliance.

**Termination for Convenience:** The City of Concord, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the project. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**Termination for Default [Breach or Cause]:** The City of Concord may terminate this contract in whole or in part, for the City’s convenience or because of the failure of the Contractor to fulfill the contract obligations. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all equipment (property of City), data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

**Opportunity to Cure:** The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the City’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

If the termination is for failure of the Contractor to fulfill the contract obligations, the City may complete the work by issuing another contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

## **21. No Federal Government Obligations to Third Parties**

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **22. False or Fraudulent Statements or Claims**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT

regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project. Accordingly, upon execution of the underlying contract or agreement the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **23. Access to Records and Reports**

Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.

Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for five (5) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

**25. Contract Work Hours and Safety Standards Act (applies to non-transportation services)**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

**Contract Work Hours and Safety Standards**

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or

mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **26. Transit Employee Protective Agreements**

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.) These provisions are applicable to all contracts and subcontracts at every tier.

### Transit Employee Protective Provisions.

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

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the

FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

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

(c) *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

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

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

## **27. Federal Motor Carrier Safety Administration**

The Contractor and its subcontractors, lessees or third party contractors will comply to the applicable provisions of the following promulgated U.S. FMCSA regulations.

### Financial Responsibility.

1. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, the Contractor agrees to comply with U.S. FMCSA regulations, "Minimum Level of Financial Responsibility for Motor Carriers", 49 U.S.C. Part 387, Dealing with economic registration and insurance requirements.

a) The amount of insurance required of Federal assistance recipients (5307, 5310 and 5311) is reduced to the highest amount of any state in which the transit provider operates.

2. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, and the grant recipient is not a unit of government (defined as Federal Government, a state, any

political subdivision of a state or any agency established under a compact between states), the Contractor agrees to comply with U.S. FMCSA regulations, Subpart B, “Federal Motor Carrier Safety Regulation”, at 49 CFR Parts 390 through 396.

Driver Qualifications.

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA’s regulations, “Commercial Driver’s License Standards, Requirements, and Penalties”, 49 CFR Part 383.

Substance Abuse Rules for Motor Carriers

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA’s regulations, “Drug and Alcohol Use and Testing Requirements” 49 CFR Part 382, which apply to transit providers that operate a commercial motor vehicle that has a gross vehicle weight rating over 26,000 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

**28. National Intelligent Transportation Systems Architecture and Standards**

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing. (*applicable to ITS projects*)

**29. Charter Service**

The Charter Bus requirements apply to all Operational Service Contracts. The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

**30. School Bus Operations**

The School Bus requirements apply to all Operational Service Contracts. The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

**31. Drug Free Work Place & Drug and Alcohol Testing**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to

establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Carolina, or the City of Concord to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before January 31<sup>st</sup> of each year, and to submit the Management Information System (MIS) reports at least five (5) business days before the DAMIS reporting deadline to the City's Transit Manager, L.J. Weslowski ([weslowji@concordnc.gov](mailto:weslowji@concordnc.gov), Rider Transit Center, 3600 S. Ridge Avenue, Concord, NC 28025). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

**32. Geographic Preference**

Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in evaluation or award of bids or proposals, except where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

**33. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 13<sup>th</sup>, 2013 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Concord requests which would cause the City of Concord to be in violation of the FTA terms and conditions.

**35. Safe Operation of Motor Vehicles**

a. Seat Belt Use.

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. Distracted Driving, Including Texting While Driving.

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving, December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety. The Contractor is encouraged to:

- (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.

- (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

c. Definitions

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

### **38. Sensitive Security Information**

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with "The Homeland Security Act", as amended, specifically 49 U.S.C. Section 40119(b), The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. part 15, and U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. part 1520.

### **39. Resolution of Disputes**

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

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

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

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

*Rights and Remedies* - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or

Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **40. Privacy**

To the extent that the Contractor, or its subcontractors, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, Contractor agrees to comply with, and assure the compliance of its subcontractors, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act). The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### **40. North Carolina State Ethics Requirement**

To the extent that the Contractor, or its subcontractors, if any, or any to their respective Employees Pursuant to Governor Perdue's Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

1) "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32. Executive Order 24 also encouraged and invited other State Agencies to implement the

requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

To be added near the signature portion of all contracts let by the Governor’s Cabinet Agencies and the Office of the Governor:

“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.”

**ATTACHMENT A**

**CERTIFICATION REGARDING LOBBYING**

***(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)***

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge and belief, that:  
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, in the State of \_\_\_\_\_;  
and the County of \_\_\_\_\_.

Notary Public \_\_\_\_\_  
My Appointment Expires \_\_\_\_\_

**ATTACHMENT B**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY and VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

***(To be submitted with all bids or offers exceeding \$25,000.)***

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

**ATTACHMENT C**

**CERTIFICATE OF COMPLIANCE  
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

***(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)***

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

ATTACHMENT D

CERTIFICATE OF NON-COMPLIANCE  
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

*(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)*

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. Section 5323(j)(2)(C), and regulations in 49 CFR 661.7.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_



# City of Concord/Concord Kannapolis Area Transit (Rider) ADA Paratransit Program Policy

Effective: December 2014  
Revised:



## **Purpose**

The City of Concord/Concord Kannapolis Area Transit (Rider) is responsible for ensuring Safe, timely mobility for all public transit users in our communities. Part of that responsibility is providing a successful ADA Paratransit program as a complementary service to our fixed-route system for those passengers unable to utilize the fixed-route service.

## **Implementation Plan**

Rider Transit provides ADA Paratransit services to our communities via our partnership with Cabarrus County Transportation Services (CCTS). CCTS determines eligibility and provides the scheduling & transportation services. The Rider Transit ADA Paratransit How to Ride Guide is the foundation of the program and will be used to educate both employees and the general public on how the ADA Paratransit program works. Rider Transit, as the lead agency, is responsible for oversight of CCTS and the effective implementation of the program.

## **Oversight and Performance Monitoring Plan**

There are a number of key metrics outlined below that will allow Rider Transit to determine that the ADA Paratransit program is serving the needs of our community. These include:

- Eligibility Determination
- Telephone Hold Time
- On time performance
- Missed trips
- Late trips
- Trip Denials
- Passenger Complaints

## **Eligibility Determination**

CCTS will be responsible for eligibility determination for passengers wishing to use the Rider Transit ADA Paratransit service. Rider staff will periodically review individual applications and the interview, site visit and final determination of eligibility process for randomly selected applications to ensure that applicant admission or denial into the Rider Transit ADA program is appropriate.

## **Telephone Hold Time**

95% of all calls should be answered within 3 minutes, and 99% of all calls should be answered within 5 minutes to ensure that passengers do not experience excessively long wait times. CCTS does not currently have an Automatic Call Distribution (ACD) system. Rider Transit staff will periodically, randomly call the ADA Paratransit reservations number and track the hold time for each call to determine if the above standards are being met, as well as random site visits to monitor the reservations process.

## **On Time Performance & Early/Late Trips, Missed Trips & Trip Denials**

Rider Transit staff will meet quarterly (more often if issues arise or specific areas of complaints increase) with CCTS staff to review the records related to on time performance (compliance with both the pick-up & drop off windows for passengers, as well as if the 5 minute wait period within those windows, as well as ensuring passengers do not experience excessive travel times once on board). The goal for on time performance is 100%, with a minimum acceptable performance level of 92%. Missed and trip denials will also be reviewed at that time, and any operational issues leading to performance issues will be resolved at that time.

## **Passenger Complaints**

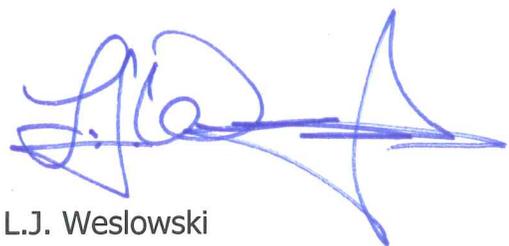
Rider Transit and CCTS welcome feedback regarding our ADA Paratransit services. As outlined in the ADA Paratransit How to Ride Guide, complaints will be filed at the Rider Transit Center or by phone to a Rider Transit Customer Service Representative, or electronically at <http://www.ckrider.com/Contact.aspx>. Letters may be sent to the following address:

Rider Transit Center  
3600 S. Ridge Avenue  
Concord, NC 28025

The complainant will be asked to have the following information available when making a complaint:

- Name, address, and contact number
- Detailed description of customer complaint/compliment (i.e., van late, rude telephone operator, van operator provided excellent customer service, reservationist was very polite)
- Date & time of incident
- Vehicle identification
- Location of incident
- Call back desired

Complaints will be reviewed by Rider Transit staff who will lead & document the investigation. This will allow Rider Transit to track complaints from initial filing to close out. The investigation should take no longer than 5 business days; however, depending on the incident, a longer period of time may be warranted. If a longer period of time is needed, Rider and/or CCTS staff will advise the complainant regarding the delay. Once the investigation has been completed, Rider staff will follow-up via telephone call and/or email with the complainant, and if necessary, address any operational issues with CCTS as well.



L.J. Weslowski  
Transit Manager

**Concord Kannapolis Area Transit (Rider)**

# Rider Transit ADA Paratransit How to Ride Guide

ADA Paratransit Program Policies and Procedures for Passengers & Staff



A partnership of Concord Kannapolis Area Transit &  
Cabarrus County Transportation Services



## **Mobility for all**

Transportation is a critical part of everyday life. Whether someone needs to get to work, school, medical appointments, shopping, recreation or social opportunities, public transit is a great option available to everyone in our communities to help get them where they need to go. Using fixed route (bus) public transit can be challenging or impossible for some people with disabilities. This guide has been prepared to help explain the accessibility options available on Rider Transit and to explain how use our ADA Paratransit program which is provided in partnership with Cabarrus County Transportation Services.

### **Rider Transit buses are ADA accessible**

All Rider buses have curb level entry and can be lowered to make boarding easier, have a fold out ramp that can be used to make getting on the bus easier, and are equipped with two locations on each bus to accommodate and secure wheelchairs and other mobility devices. For safety reasons, all wheelchairs and other mobility devices must be secured while being transported. Audio is visual (text) announcements are made of each stop along each route. Priority Seating is available for persons with disabilities as well as senior citizens. Service animals are allowed to accompany passengers with disabilities. A service animal is any animal trained to work or perform tasks for an individual with a disability, including but not limited to: guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

Through our partnership with Cabarrus County Transportation Services (CCTS), Rider Transit offers a low-cost, door-to-door ADA accessible Paratransit van ride sharing service to help meet the needs of mobility impaired residents in our area that find it difficult to use and/or navigate the fixed route bus service. "Shared-ride" means passengers may travel with more than one passenger with different destinations and/or origins, and who qualifies to use CCTS services under other programs besides ADA Paratransit such as Medicaid, EDTAP, or RGP, which have different rules and regulations than those related to ADA Paratransit services.

### **Americans with Disabilities Act (ADA) & Paratransit Services**

The Americans with Disabilities Act of 1990 (ADA) is a civil rights bill designed to remove the physical and attitudinal barriers that have kept persons with disabilities from fully participating in American society. The ADA states that Rider Transit's fixed route bus system should be the primary means of public transportation for everyone including people with disabilities. ADA regulations require transportation providers who operate a fixed-route system to offer complementary Paratransit services to eligible individuals in an area defined by corridors  $\frac{3}{4}$  of a mile on either side of the fixed route, and unlike other types of services provided by CCTS, there are no restrictions on trip purpose. Anyone wishing to use the Paratransit service must complete an application to determine eligibility. A client may be determined eligible once the application and functional assessment review processes are completed. If an applicant is determined eligible for this program one of three designations may be made:

- Unconditional (permanent)

- Conditional (Some trips are eligible on CCTS and others must be used on Rider Transit's fixed route buses)
- Temporary (Can only use the service a certain period of time during expected duration of the illness or condition)

Each certified Paratransit passenger will receive an Eligibility Determination Letter with a certification expiration date. This letter will include one of the three eligibility determinations, and the Rider Transit ADA Paratransit How to Ride Guide. If you would like to see if you qualify for the Paratransit System door-to-door service provided by our partner Cabarrus County Transportation Services please give CCTS a call at 704.920.2246.

### **What are the service hours for ADA Paratransit service?**

The CCTS ADA Paratransit service is offered during the same days and hours the Rider Transit fixed-route system is in operation – Monday-Friday from 5:30am to 8:30pm, and Saturday and Sunday from 8:30am to 8:30pm. There is no Rider Transit or ADA Paratransit service on the following holidays:

New Year's Day  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Thanksgiving Day  
Christmas Day

### **What is the service area for ADA Paratransit trips?**

The CCTS provides complementary Paratransit service to origins and destinations within corridors with a width of three-fourths of a mile on each side of each Rider Transit bus route. You don't have to live within  $\frac{3}{4}$  of a mile of a Rider Transit bus route to qualify for ADA Paratransit service. As long as there is Rider Transit bus service within  $\frac{3}{4}$  of mile away from where you are traveling to and from, CCTS service is available.

### **How much does an ADA Paratransit trip cost?**

Federal regulations allow the fare for ADA Paratransit to be as much as twice the cost of riding the fixed-route bus service. Currently the cost to ride on CCTS ADA Paratransit is \$2.00 each way (regular Rider Transit fares are \$1.25).

### **What is the application procedure for ADA Paratransit services?**

To begin the application process, you will need to contact Cabarrus County Transportation at (704) 920-2246 to request an ADA application. Once the application is complete, we will submit a healthcare form to your physician for completion. Next, an ADA Paratransit Service Eligibility Determination Evaluation is performed via an In-Home Visit.

**You will notified of your eligibility in writing within 21 days after your assessment. If you have questions or have not been contacted within 21 days of submitting your application, please call CCTS at 704.920.2246. If an eligibility determination has not been reached after 21 days, you will be temporarily able to use the ADA Paratransit service until final eligibility has been made.**

If you are eligible for CCTS ADA Paratransit services you will receive a certification letter and a Rider Transit ADA Paratransit How to Ride Guide with information about how to use the service. If it is determined that you are not eligible, you will receive information on the appeal process.

## **Application Denial Appeal Process**

If you wish reconsideration of this decision, you may appeal the decision through the following process:

- A request of appeal must be filed with CCTS within 60 days of the notice in ineligibility.
- At the time CCTS receives a written appeal to a decision, a hearing will be set up to allow the applicant the opportunity to state his/her case.
- A determination from the Appeals Committee must be handed down within 20 days of the hearing. If not, the individual may use the services until such time as final determination is made.
- If, once the determination is made, the individual still feels that there has been an error; a written request may be made within twenty one (21) days for a hearing before the Cabarrus County ADA Coordinator. A written determination from the ADA Coordinator will be handed down within 20 days of the hearing. This determination is final.
- All communications for appeal must be in writing.

## **Visitors & ADA Paratransit Services**

If you are visiting Concord & Kannapolis and you present documentation that you are ADA Paratransit eligible in your home jurisdiction CCTS will provide ADA Paratransit service to you while you are here for up to 21 days per year; that is per 365-day period from the first day of use. The 21 day limit includes consecutive days, or days parceled out over several shorter visits. Visitors that do not have documentation of ADA Paratransit eligibility must provide documentation of residence and if not apparent, documentation of their disability.

## **Reservations - How do I schedule a trip?**

The Rider Transit/CCTS ADA Paratransit program provides “next day” service, meaning transportation requests must be made the day prior to the trip. Service must be scheduled no later than one (1) day prior to service date but may be scheduled up to sixty (60) days in advance.

### **Scheduling window**

Pick up times for trips will be scheduled within a window of up to one hour before or after the time you request a trip, as negotiated between passengers and CCTS. The example below illustrates a requested time for pick up and some potential actual scheduled pick up times:

Initial Passenger pick up request time: 10:00am

Examples of possible final negotiated pick up times: 9:00am (earliest), 10:00am, 11:00am (latest)

If a passenger has a latest arrival time (such as a doctor's appointment), or an earliest departure time (such as when a work shift ends), then the negotiated pick up time would be an hour prior to arrival or an hour after departure. If your schedule requires that you arrive by a certain time at your destination, or that you cannot leave earlier than a certain time, please let us know when scheduling your ride so that we can accommodate your needs.

The example below illustrates a requested time for pick up for a passenger that works until 5:00pm and some potential actual schedule pick up times:

Initial Passenger pick up request time: 5:15pm

Examples of possible final negotiated pick up times: 5:15pm (earliest), 5:45pm, 6:15pm (latest)

### **Pick up window**

Once your pick up time has been established, CCTS will arrive within 15 minutes before and up to 15 minutes after your scheduled pick up time, so please be ready to go anytime within that window. Once the CCTS vehicle arrives and is within that window, they will wait up to 5 minutes for you. If you are not ready to go within that time, the vehicle will depart and the trip will be noted as a No Show. Please see the example below:

Scheduled pick up time: 2:00pm

Pick up window when the vehicle may arrive to pick you up: 1:45pm to 2:15pm.

You must purchase a ticket book prior to your first scheduled trip. You can purchase your ticket book by contacting us at (704) – 920-2922. To schedule a trip within the service area, please contact CCTS at (704)-920-2246 during our regular business hours (Monday –Friday, 8am-5pm) to make trip arrangements. Calls before & after regular business hours will be scheduled and may also be provided by our partner TJ's Taxi, a local ADA accessible taxi service. If you have previously scheduled a trip and no longer need the scheduled trip, you must call (704)-920-2246 prior to the scheduled pick up to cancel.

### **Personal Care Assistants & Guests**

A Personal Care Assistant (PCA) is someone designated or employed specifically to assist the passenger in meeting their needs. The PCA can ride at no cost and must have the same origin and destination as the passenger. Space for a PCA must be reserved at the same time the passenger reserves his/her ride. Passengers are allowed to travel with at least one companion, such as a friend or relative, in addition to a PCA. The fare for the companion is the same as the fare for the passenger. Additional companions accompanying the passenger will be allowed on a space available basis only. Passengers must reserve a space for the companion when they reserve their ride. The companion must have the same trip origin and destination as the passenger.

## **No Show Policy**

“No shows” – cancelling at the last minute, refusing a ride when the vehicle gets to the pickup location, or failing to appear at the pick location can adversely affect the schedule of CCTS services and other passengers. If a client fails to notify CCTS that they will not require transportation service for their scheduled appointment and a vehicle has been dispatched for the individual, the client will receive a “No Show.”

**Any trips with the following codes are considered as “No Shows”.**

- **CL**-Late Cancellation – Client cancels less than one (1) hour and 30 minutes before pick-up time.
- **CD**- Cancel at Door – Client calls and/or vehicle is in front of client’s door.
- **NS**- No Show – Van was at the pick-up location and client was not there.

If a passenger “no-shows” 10% or more of their trips within a 30-day period, the passenger will receive a notification letter of the infractions. If 10% or more “no-shows” have been reported within another 30-day period in a quarterly time frame (i.e., January – March, April – June, July – September, October - December), the passenger will be notified in writing of the individual dates and notes regarding “no shows” and that they have been suspended, along with information on how to appeal the suspension, and the information will be documented in the passenger’s file.

A suspension means that a client will not be able to schedule or receive trips on CCTS for one (1) week. If a passenger receives 10% or more “no-shows” within a 30-day period, but does not receive any more “no-shows” within that quarterly time frame, the “no-shows” will be removed from the passenger’s record. If a passenger continues a pattern of “no-shows” as outlined above, additional, longer suspensions of service (2<sup>nd</sup> offense, 2 weeks, third offense 1 month) may be imposed.

Additionally, if a passenger “no-shows” on their outbound trip (i.e. from residence), CCTS will not cancel out the inbound trip (i.e. from destination); unless our reservations (Mobility Management Department) is notified by the passenger. Each leg of a trip must be treated as a separate trip.

## **No Show & Suspension Appeal Policy**

A customer (or a customer's representative) may file a written appeal for an individual no show or suspension issued by contacting Cabarrus County Transportation in writing within fourteen calendar days (14) of receipt of the notice of “no show” and/or suspension.

Designated Cabarrus County staff will review the information provided by the customer (or the customer's representative) and make a decision to either uphold the individual no show or to excuse it within ten (10) business days of receipt of written appeal.

If the No Shows have accumulated to a point where a suspension will be activated, the customer (or the customer's representative) may file a written appeal for a review of all No Shows by contacting Cabarrus County Transportation. If a decision has not been made within (10) business days the customer will be allowed to ride until a decision has been rendered.

If the customer is not satisfied with the review by Cabarrus County Transportation, they may request in writing a formal review by the Rider Transit Manager. A review will be scheduled and a decision made within twenty one (21) days of receiving the written request.

## **No Strand Policy**

If we provide Paratransit transportation for a passenger to a destination, and for some reason the return trip results in a no-show, CCTS will not leave a passenger stranded even if the passenger no-shows on the return trip. When CCTS returns to pick up the passenger, the no-show will remain on their record. Return service will be provided as soon as possible, without a guaranteed window time.

## **Complaint/Compliment Procedure**

Rider Transit and CCTS welcome feedback regarding our ADA Paratransit services. Any person who believes they have been subjected to discrimination or received inadequate customer service while using the CCTS ADA Paratransit service may file a complaint with Rider Transit. A complaint must be filed no later than 5 business days after the date of the incident. All complaints must be filed at the Rider Transit Center or by phone to a Rider Transit Customer Service Representative (CSR) at 704.920.7433. If you prefer to make a compliment or file a complaint electronically, you may contact via our web comment form at <http://www.ckrider.com/Contact.aspx>. Letters may be sent to the following address:

Rider Transit Center  
3600 S. Ridge Avenue  
Concord, NC 28025

The complainant is asked to have the following information available when making a complaint:

- Name, address, and contact number
- Detailed description of customer complaint/compliment (i.e., van late, rude telephone operator, van operator provided excellent customer service, reservationist was very polite)
- Date & time of incident
- Vehicle identification
- Location of incident
- Call back desired

Complaints are reviewed by department heads responsible for the department to which the complaint or compliment is directed. The incident will be investigated by the appropriate personnel who will document the investigation. The investigation should take no longer than 5 business days; however, depending on the incident, a longer period of time may be warranted. If a longer period of time is needed, Rider and/or CCTS staff will advise the complainant regarding the delay. Once the investigation has been completed, Rider staff will follow-up via telephone call and/or email.

# **COLLECTIVE BARGAINING AGREEMENT BETWEEN SMART AND FIRST TRANSIT CONCORD, NC**

July 1, 2015

## **ARTICLE 1 - PARTIES TO AGREEMENT**

The parties to this agreement are First Transit, hereinafter referred to as the "Company" and SMART herein after referred to as the "Union".

## **ARTICLE 2 - RECOGNITION**

The Company recognizes SMART as the sole collective bargaining agent with respect to wages, hours and working conditions for employees classified as bus operators.

## **ARTICLE 3 - NON-DISCRIMINATION**

The Employer and Union agree to comply fully with all provisions of federal, state, and local labor and employment law. Any dispute arising under this article may be processed under the Grievance and Arbitration process. Throughout this Agreement, the use of the gender Pronouns and terms shall be construed to include both male and female.

## **ARTICLE 4 - SEVERABILITY**

Each and every clause of this contract shall be deemed separable from each and every other clause of this contract to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such an event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect unenforceable without impairing the validity and enforceability of the rest of the contract, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear. In the event of such occurrences, the parties agree to meet immediately and, if possible, negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect.

## **ARTICLE 5 - UNION DUES**

In accordance with applicable law and the employee's signed authorization, the Company will deduct, in the amounts designated by the Union, from the wages of such employee, the dues, assessments, initiation fees, or other properly levied fees, and remit them to the Union.

The Union agrees it will not permit and its members agree that during the term of this Agreement, there shall be no strikes, sit downs, slow downs, walk outs, sympathy strikes or other concerted cessation or curtailment of work by the Union or its members. The Company agrees that during the life of this Agreement there shall be no lockouts. If any employee in this Union or group of employees represented by the Union should violate the intent of this Section, the Union shall take immediate affirmative action to prevent such illegal acts and take all necessary steps so that work will be properly resumed. The Union will promptly notify the employer and such employee or employees,

in writing, of its disapproval. Violation of the provisions of this Section shall be grounds for disciplinary action up to and including discharge.

The Union will indemnify and save the Company harmless from any and all liabilities resulting from compliance with any or all of the provisions immediately above which deal with Union Dues and/or other voluntary deductions taken for the benefit of the Union.

#### ARTICLE 6 - NO STRIKE / NO LOCKOUT

The Union agrees it will not permit and its members agree that during the term of this Agreement, there shall be no strikes, sit downs, slow downs, walk outs, sympathy strikes or other concerted cessation or curtailment of work by the Union or its members. The Company agrees that during the life of this Agreement there shall be no lockouts.

#### ARTICLE 7 - MANAGEMENT RIGHTS

A. Except as otherwise specifically limited by the Agreement, the Company retains rights to fully control any matters concerning the management and conduct of its business. The exercise of any such rights or functions shall not be subject to the grievance provisions of this Agreement unless in violation of a specific provision of this Agreement. Without limiting the generality of the foregoing, such right and functions specifically include:

- (1) The hiring, direction, supervision, discipline and discharge for just cause of employees;
- (2) The planning, direction, control, scheduling, modification, and elimination of any or all operations, and specifically including but not limited to the establishment, modification or elimination of routes and schedules and in general the determination of the nature and extent of service to be provided;
- (3) The determination of the layout, equipment, vehicles, structures and other materials of the business;
- (4) The procedures, policies, techniques, methods and means of operating the Company's business;
- (5) The determination of the number and time of shifts and establishment, abolishment or change of jobs and positions;
- (6) The determination of the size of the workforce, the allocation and assignment of work (except as agreed to subsequent in this document), including overtime, to employees, the determination of policies affecting the selection of employees and/or applicants for employment, promotion or transfer, and;
- (7) The establishment of standards of customer service, quality of work and other reasonable measures of employee productivity, including improvement, change or elimination of methods, materials, equipment or facilities.

B. Furthermore, the Company may implement and enforce reasonable rules and regulations or may modify or eliminate such rules or regulations at any time so long as such rules or regulations are not in conflict with any specific provision of this Agreement. Upon implementation of any new rules or modification of existing rules, the Company

shall give written notice to the Union and employees. The union retains the right to challenge this reasonableness of such rules through the grievance and arbitration process outlined in the contract.

The foregoing statement of Management Rights shall not be deemed to exclude other management rights not specifically stated, including those rights provided by law.

C. The Company's failure to exercise any functions or rights hereby reserved to it, or its exercise of any function or right in any particular way shall not be deemed a waiver of its right to exercise such function or right, nor preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

D. All work rules shall be furnished to the Union and posted fourteen (14) calendar days before becoming effective. The Company agrees to furnish each employee in the bargaining unit with a copy of its current and existing work rules within seven (7) calendar days before they become effective. New employees shall be provided with a copy of the rules at the time of hire.

#### ARTICLE 8 - PROBATION PERIOD

The probationary period for a new bus operator shall be ninety (90) days from the date that training is completed. The probation period will be extended by the number of workdays an employee is absent from work or works in another position during the probationary period.

During the probationary period the Company may, at its discretion, discipline/discharge any such employee without recourse through the grievance and arbitration procedure.

#### ARTICLE 9 - COMMERCIAL DRIVER'S LICENSE

The Company agrees that they will reimburse employees for renewals of their required Class B license and Passenger endorsement. Additional license above Class B and all other endorsements will be the responsibility of the employee.

#### ARTICLE 10 - DOT PHYSICALS

The Company will pay for all required DOT physicals.

#### ARTICLE 11 - MANDATORY MEETINGS

If a mandatory meeting is required on an employee's day off or the meeting does not connect with the employees work assignment for the day, the Company will pay them a minimum of 2 hours.

Employees who are not scheduled to work or who are on approved time off when a mandatory meeting is held agree to make themselves available to the Operations Manager or their designee within 5 business days of their return to work in order to receive the information or training that occurred during the meeting that was missed and/or to make arrangements to receive such training as needed.

## ARTICLE 12 - SENIORITY

A. Company Seniority for Employees: "Company" seniority is the length of continuous service as an employee with the Company or its predecessors, from the date of the successful completion of training and the start of revenue service.

Seniority shall be broken and the employee will be considered terminated under the following conditions:

1. Discharge for just cause; unless reinstated
2. Resignation or other termination of service by voluntary act of the employee; or
3. Failure to return from layoff or an approved leave of absence

If it becomes necessary to reduce the workforce, the Employee in a given Classification with the least Company seniority will be laid off first. When the work force is increased, employees are to be returned to work in the reverse order in which they were laid off, by Classification.

An employee who has been placed on layoff shall be given notice of recall via certified mail by the Company to the employee's last address on file with the Company. The employee must respond to such notice within 48 hours after receipt of notice, and return to work as directed in the notice. In the event an employee fails to comply within the preceding times, the employee shall lose all seniority rights under this Agreement and be considered to have voluntarily quit.

An Employee who regularly works a schedule of 35 hours or more per week shall be considered full-time, and one who works less than 35 hours will be considered part time. An Employee who works an average of 35 hours or more per week for a period of four months will be reclassified as a full-time Employee, unless there are no full-time positions available.

An employee who accepts a position outside of the bargaining unit may return to the unit and retain his or her seniority if the employee elects this option within 60 calendar days of the time the employee took the job outside the bargaining unit.

There shall be posted on January 1 and July 1 each year a revised seniority list, showing the continued seniority of all employees within the full-time and part-time categories.

The seniority dates for Employees hired prior to the ratification of this agreement shall be deemed correct. If two or more individuals complete training and enter revenue service on the same day, seniority shall be determined by date and time the Employee application was submitted.

## ARTICLE 13 - BIDDING OF RUNS

The Company reserves the right to prepare the run cut and jobs for all Company Transportation work.

All run bids will be selected by seniority.

A list of Operators scheduled times to bid will be posted at least ten (10) days prior to the run bid. Operators may submit a pick sheet with the appropriate number of run choices to the dispatcher conducting the pick before the Operator selected bid time. At least three

days prior to the posting for bid the union will be provided a copy and asked for their comments.

The run pick will be conducted within five (5) business days of the end of the bid time. If an Operator does not submit a pick sheet within the time frame designated, the Company shall select their run for them using the same or similar times to the run the Operator is currently holding, if possible.

#### Vacant Runs

Within seven (7) business days of a run becoming vacant the Company and Union will conduct a bump bid. For full time runs, the bump bid will start in order of seniority. As an operator selects a new run, their open run will be offered to the next lowest person based on seniority until all Operators have selected a new run or kept their original selection. At that time the open full time position remaining will be offered to the part time employees using the same seniority selection process.

When runs are added the Company will do a new run cut and conduct a complete run bid under the provisions of this article.

The Company and the Union will agree to any changes to the current meal break policy. The Company will use its best efforts to create run assignments of up to 40 hours without creating runs with built in overtime.

The Company will post a weekly Voluntary Work List to bid on known open assignments and to make themselves available for last minute work on a rotating basis.

The Company will not require any employee to work overtime until all employees have turned down a voluntary assignment of overtime and then drivers will be required to work the assignment starting with the most junior full time operator. Drivers whose relief does not show will be required to operate on additional hour of service while a replacement is found.

### ARTICLE 14 - BENEFITS

#### 1. Health Insurance

Employees shall be eligible to participate in the First America Health Plan during the term of this Agreement. The terms and conditions of the Plan may be subject to change from time to time. The Company shall inform the Union of any proposed changes to the Plan at least thirty (30) days prior to any material modification to the Plan. The company will also make available Dental and Vision plans for the employees and continue current contribution levels

Starting in the next plan year, the company will contribute an amount equal to 75% the monthly premium for the MAP health insurance plans or their successor plans offered for employee and dependent coverage.

If during the term of the contract the union finds medical insurance that is better and more cost effective than the company offered plans, the company is agreeable to consider such plans and if acceptable to make contributions toward the premiums of those plans comparable to the percentage contribution it makes to the MAP plans (or their successor plans).

For employees hired after the contract is ratified, company contribution rates will be 75% toward employee coverage and 50% toward dependent coverage for all plans offered.

## 2. Workers' Compensation

The Company will carry Workers' Compensation coverage in accordance with state law. Injuries received while commuting to and from work are not covered.

## 3. Modified Duty

The Company acknowledges that employees who are injured at work during the course or scope of their employment may be able to perform modified duties. Only employees who have been injured on the job are eligible for modified duty assignments.

Modified duty assignments will be temporary assignments and will last no more than 90 calendar days. Availability of modified duty assignments is based on need as determined by management.

## 4. Unemployment Compensation

First Transit will comply with North Carolina employment laws related to unemployment compensation, including, but not limited to, paying unemployment insurance and responding to claims for unemployment compensation.

## 5. LTD Insurance

The company will make available long term disability insurance for purchase by the employee

## 6. Life and STD insurance

The company will provide at no cost to the employee a \$10,000 life and ADD policy at no cost to the employee. The Company will also provide a short term disability policy, which pays \$100/week after one week up to 26 weeks at no cost.

## 7. Full Time Sick Days

The Company provides time off for all eligible full-time employees who are absent because of personal injury or illness.

- Each eligible employee who has not yet completed one year of service by December 31 is entitled to one sick day for each four months worked from the employee's start date through December 31 (with a maximum of three days per calendar year).

- Each January 1, eligible employees will receive three sick days per calendar year.

Unused sick days may be accrued up to a maximum of 35 days.

- Sick days may be taken in and will be paid in 4 or 8 hour increments, and are not credited as hours worked for the purpose of overtime calculation.

- The supervisor may request a written statement from a doctor verifying any illness or injury.

- Employees will not be paid for unused sick days while they are employed or at the termination of employment.

### Part Time Sick Days

The Company will provide one sick day to Part Time employees on July 1, 2015, to be used in accordance with the rules above. Starting January 1, 2016, and each January 1 thereafter, the Part Time employee will receive one sick day per calendar year.

### 8. Vacation

The vacation year is defined as the period beginning January 1 and ending on December 31st. One employee will be permitted off on vacation per shift each day.

Vacation will be selected by bid at the start of each year between January 1st and January 15th and it will be granted based on seniority. Any vacation time not selected by January 15th will be granted on a first come, first served basis based upon operational needs.

A second, and limited, vacation bid will be conducted on September 1st each year. The Company will post the days available for vacation, and employees must bid their remaining vacation at that time. Days will be approved and assigned by the Company on a seniority basis. Vacation days not bid and approved through this process will not be guaranteed.

During the first twelve (12) months of employment, after completing training, vacation time is accrued at .416 days per month to five days annually.

After 12 months of employment, time is accrued at .832 days per month to 10 days annually. After 10 years of employment, time is accrued at 1.25 days per month to a total of 15 days annually.

- Eligibility — Vacation is earned in the year it is to be taken. Vacation may not be carried over from year to year. Vacation not used by the end of the year is forfeited "use it or lose it" unless prohibited by local or state law. For employees who received 10 or more vacation days, the Company will pay out unused vacation, to a maximum of five unused days.
- When vacation days can be taken Vacation days should be scheduled in advance and approved by Management. They must be taken in four or eight hour increments. The Company reserves the right to determine when vacations may be taken based upon service needs.
- Vacation time may be taken that has not yet accrued - up to the amount of annual accrual — subject to supervisory approval. If employment is terminated and vacation time not yet accrued has been taken, any amount used but not accrued will be deducted from your final paycheck unless prohibited by the governing law in the state.
- Any employee who resigns employment from the Company and gives at least a two week notice will be paid any vested, unused vacation time for the calendar year. Vacation pay will not be paid out to employees who are terminated or resign without at least a two week notice.
- In order to receive the monthly accrual for vacation time you must have worked at least 50% of your regularly assigned work days for the month.

Part time employees are not entitled to vacations benefits during their first 12 months of employment. After 12 months of continuous employment, part time employees are entitled to three (3) paid vacation days annually subject to the provisions listed above.

The company will allow employees with more than one week of earned vacation to use two single vacation days with a five day notice to be granted on accrued time subject to the per day limit on vacations in paragraph one of this article.

#### 9. Paid Holidays

The Company will provide full time employees with paid time off for the following recognized holidays each year:

New Year's Day Memorial Day Independence Day

Labor Day Thanksgiving Day Christmas Day (2) Floating Holiday

Each employee will be granted one additional floating holiday starting 7/1/2016. The Company reserves the right to determine when floating holidays may be taken based upon service needs.

- Holidays will be paid 8 hours.
- Holiday hours are not credited as worked hours for purpose of overtime calculation.
- If a holiday falls on a Saturday or Sunday and the holidays above are not otherwise recognized by having an alternate weekday day off, the Company shall provide employees a floating holiday in lieu thereof.
- When the holiday falls within an eligible employee's vacation, the employee may elect to extend the vacation period by one day or may retain that vacation day for later use.

#### 10. Tax Deferred Savings Plan

The Company will provide a Tax Deferred Savings Plan (401(k) plan) to provide eligible employees with a means to build retirement income.

- An eligible employee may enter the 401(k) Plan quarterly following three months of employment. All employees are eligible provided they complete at least a thousand (1000) work hours during the calendar year
- A participant may contribute up to 20% of gross compensation on a pre-tax basis. (This means that neither employee nor employer contributions are subject to current federal or state income taxes.)

The Company will match 10% of the participant's pre-tax contributions, up to 6% of the Participant's gross wages. Example if an employee contributes the full 6% the company will match with 6/10 of a percent, \$600 employee contribution matched with \$60 from company.

- All contributions will be invested in one or more investment funds as directed by the Employee and may be changed by the employee in accordance with Plan procedures.
- Hardship withdrawals and loans are available under restricted circumstances.

#### 11. Union Business

1. Members of the Union who may be elected or appointed to any office of its International organization, which may required absence from the service of the Company. Such members shall be granted a leave of absence, without pay and without loss of seniority, provided that not more than one (1) employee at any time, however, if manpower is available the Company will consider more.

A maximum of one (1) Union officer (if manpower is available the Company will consider more) may be granted a leave of absence (not to exceed 5 working days), without pay for the purpose of conducting Union business, without loss of seniority, counted towards absenteeism or other rights and benefits, provided that the General Manager or their Designee is provided with at least 48 hours written notice.

## 12. LEAVES OF ABSENCE

The Company agrees to grant reasonable time off, without loss of seniority rights and without pay, to An Employee designated by the Union to serve on official Union business. The Company shall not be required to grant Union Leave to more than one (1) employee at any time The request for time off must be made in writing at least 72 hours in advance, specifying the length of time requested off.

The Company may in its discretion grant a leave of absence without pay and without loss of seniority to full-time employees who have completed their probationary period, for good cause when requested by the employee in writing as soon as possible in advance of the leave. In no event will such leave be granted for more than a total of 90 calendar days in a calendar year. In the case of a medical leave of absence, the leave may be extended beyond 90 calendar days with proper documentation from the employee's physician, not to exceed a total of six (6) months leave of absence in a calendar year. An employee who does not return to work on the specific day scheduled for his or her return or who engages in employment with another employer while on such leave, unless previous written Company approval has been granted, will be considered to have voluntarily quit his or her employment with the Company.

The Company will comply with the provisions of the Family Medical Leave Act (FMLA), and such leave will not run concurrently with any other leave that qualifies for FMLA.

An Employee having enlisted or currently in the military service of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, shall be granted all rights and privileges provided by the Act.

## 13. Military Leave

In addition to the applicable federal and state regulations, the Company will continue Life Insurance policies for employees while on extended military leave, not to exceed one year.

## 14. Bereavement Leave

The Company will provide an employee with up to three paid days of absence based on an employees normal work schedule, plus 2 additional paid days if needed for one way travel over 200 miles, for bereavement of a family member limited to spouse, parent/legal guardian, child, stepchild sister, brother, grandparent, grandchild or parent-in-law. The company may request documentation

### 15. Jury Duty

The Company protects its employees' right to serve as a juror, and will not prohibit, threaten or coerce any employee who is summoned for duty, in compliance with federal and state regulations.

Employees must provide the Company with a copy of the jury summons and any other court issued documentation on jury duty and pay. Compensation will be paid at the regular base rate for up to ten days' jury duty service per calendar year. The employee shall endorse and deliver the jury duty check to the Company together with the attendance slip verifying actual dates of service. The employee will be allowed to retain mileage and lunch allowances paid by the court.

### 16. Cleaning Supplies

The Company will continue to make cleaning products available.

### 17. Uniforms

The Company will provide newly hired employees with 5 shirts, 5 pants, and a coat. The Company will replace uniforms as needed, as determined by the Company.

## ARTICLE 15 - WAGES

1. After ratification, the employees will receive a one-time signing bonus. Full Time employees will receive \$150 and Part Time employees will receive \$100.

<u>Service</u>	<u>Current</u>	<u>7/1/2015</u>	<u>7/1/2016</u>	<u>7/1/2017</u>
36+ months	\$15.01	\$15.31	\$15.77	\$16.24
31-36 months	\$14.57	\$14.86	\$15.31	\$15.77
25-30 months	\$14.28	\$14.57	\$15.00	\$15.45
13-24 months	\$13.89	\$14.17	\$14.59	\$15.03
0-12 months	\$13.28	\$13.55	\$13.95	\$14.37
Training	\$10.88	\$11.10	\$11.43	\$11.77

### 2. Reports

Employees involved shall fully, properly, and completely report any accident or unusual Occurrence involving the Company or property of the Company (including personal injury accidents) in any manner. The Company will provide a copy of these reports upon written request from the employee.

If any Operator is off regular shift times:

1. Operators shall be compensated Thirty (30) minutes at straight time of pay to complete accident paperwork.
2. Operators shall be compensated Ten (10) minutes at straight rate of pay to complete incident report(s).

## ARTICLE 16 - EMPLOYEE DISCIPLINE

The Company will not discipline an Employee without just cause; however, nothing shall prevent the Company from removing an Employee from service while it conducts an

investigation. An employee suspended from service who is found not guilty of an infraction, will be made whole.

The Company will forward to the Union a copy of all discipline issued to its Employees, when it is issued to the Employee.

The Company recognizes the concept of progressive discipline; however, the Company considers some misconduct/infractions warrant bypassing the progressive discipline steps and may subject the Employee to suspension or termination on the first offense.

Progressive discipline shall generally include the following steps:

**Written warning** – This is a formal written notice to the Employee that he or she has violated the Company’s policies or work rules. This warning is usually accompanied by a discussion and counseling session to discover the cause for the infraction and the importance of compliance with Company policies and work rules.

**Suspension** – This is an involuntary absence from work for which the Employee is not paid.

**Termination** - The Employee’s employment with the Company is ended. It is the last step in the progressive discipline program.

The Company must issue discipline within ten (10) calendar days of gaining knowledge of the alleged wrong of the employee. In the case of vehicle accidents the ten (10) calendar days shall run from the finding of fault.

Service records shall be maintained for all employees by the Company and, upon written request, the employee shall be offered an opportunity to review same.. All disciplinary action within the past twelve (12) months from the date of issuance will be considered for disciplinary action. The period for disciplinary action for Class 1 and 2 infractions related to safety (accidents and moving violations) will be thirty-six (36) months.

#### ARTICLE 17 - STEWARDS AND OFFICERS

A. The accredited District Representative of the Union shall be permitted at any time to enter facilities of the Company after contacting the Company representative in charge. The Union should contact the location manager 24 hours prior to the visit unless it is an emergency situation.

B. A Union official shall be permitted to attend all meetings between an employee(s) and any other Union representative and Company representatives.

C. Union Stewards shall be granted reasonable time off, without pay, for the investigation or settlement of grievances, work rules, or disputes involving administration of this Agreement or necessary meetings with Company officials. The request for time off shall be submitted at least 24 hours in advance, whenever possible, with exceptions for urgent circumstances.

D. The Company recognizes the rights of employees to request Union representation in any meeting with the Company that the employee reasonably believes could result in discipline.

#### ARTICLE 18 – GRIEVANCE

The Company and the Union agree to meet and discuss, with each other’s representatives,

upon all questions and grievances which may arise between them and attempt to resolve the issue prior to filing a grievance.

A grievance is defined under the agreement as a dispute raised by an employee or Union on behalf of the employees in the bargaining unit over the interpretation, application, or conditions of the agreement a written grievance should at a minimum, contain the date of the alleged violation, the nature of grievance and contract reference.

The procedure for handling grievances shall be as follows:

#### Step 1

The employee and/or the Union shall submit the grievance in writing to the Operations Manager (or designee) within ten (10) days from date of the occurrence or when the grievant or Union should have reasonably known of the occurrence upon which the grievance is based. The Company will give a written response to the grievance within ten (10) days from the date it is received. A meeting will be held if requested by either party; and if a meeting is held, the days provided for response will start the day after the meeting.

#### Step 2

Failing satisfactory disposition of such grievance, the grievance may be appealed in writing to the General Manager within ten (10) days from the date of denial. A written decision will be given by the Company within ten (10) days from the date appeal was received. A meeting will be held if requested by either party; and if a meeting is held, the days provided for response will start the day after the meeting.

Failing satisfactory disposition of such grievance, the Union may, within thirty (30) days of written decision in step 2 appeal the grievance to arbitration.

Failure to adhere to the time limits specified herein will result in a forfeiture of the grievance. The time limits may be extended by mutual agreement, and such requests will not be unreasonably denied, and such extension shall be confirmed in writing. All time limits specified herein shall exclude Saturday, Sunday and holidays.

### ARTICLE 19 - ARBITRATION

If a grievance is not settled in the grievance procedures defined in Article 18 such grievance may be submitted to an Arbitrator by the Union or Company, but not by an individual employee or group of employees, in the manner set forth in this Article.

If the Union desires to submit such unresolved grievance to arbitration, it shall so notify the Company as outlined in Article 18 and they will jointly request a list of five (5) names of persons available to act as arbitrators from the Federal Mediation and Conciliation Services.

The Company and the Union shall alternate in the striking of names, and the parties shall determine who strikes first. The person whose name remains on the list shall be designated as the Arbitrator and the FMCS notified.

The power of the Arbitrator is limited to the interpretation and application of the specific terms and provisions of the Agreement and they shall have no power to add to, subtract from, alter, supplement, or modify in any way of such terms and provisions. The decision of the Arbitrator shall be final and binding upon the employees, the Union, and the Company.

No grievance may be submitted to arbitration that arose prior to the effective date of this Agreement. Any step of the grievance procedure may be waived by both parties.

The expenses of the Arbitrator shall be shared equally by the parties. Any transcript of the proceedings may be requested by either party, but the cost of such transcript will be borne by the party requesting the transcript. If the transcript is required by the Arbitrator, the parties will split the cost.

A. In discharge cases, if the employee is returned to work with any back pay, such back pay award shall be reduced by any interim earnings made by the employee during the liability period unless restricted by law. In the event it is later found that the employee withheld any financial information; such employee shall be terminated for dishonesty.

Failure to adhere to the time limits specified herein will result in a forfeiture of the grievance. The time limits may be extended by mutual agreement, and such requests will not be unreasonably denied, and such extension shall be confirmed in writing. All time limits specified herein shall exclude Saturday, Sunday and holidays.

#### ARTICLE 20 - MEDIATION

If a discharge is involved both parties must agree to take the case to mediation and the mediation must occur within 30 days of the company's decision in the second step of the grievance process. Other wise either party may seek the use of mediation.

#### ARTICLE 21 - COMPLETE AGREEMENT AND WAIVER

A. During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking, and the agreement of the Company and the Union and finally determines all matters of collective bargaining for its term. Changes in this Agreement must be reduced to writing and executed by both the Company and the Union.

B. This Agreement comprises the total and entire Agreement pertaining to wages, rates of pay, hours of employment and other terms and conditions of employment with respect to the employees covered by this Agreement. There are no side agreements, oral agreements, or other agreements not encompassed herein, which either the Union or any

employee in the unit may hereafter raise based on past practice or otherwise, which will entitle the Union or any employee to any right, privilege or other benefit not specifically set out herein. All past practices, whether written or oral, existing prior to the effective date of this Agreement are terminated as of the effective date of this Agreement unless they have been reduced to writing and expressly incorporated into the terms of this Agreement.

No provisions or terms of this Agreement may be amended, modified, changed, altered or waived except by written document executed by the Company and the Union.

#### ARTICLE 22 - TERMS OF AGREEMENT

The Agreement shall become effective July 1, 2015, and shall continue in effect until midnight June 30, 2018.

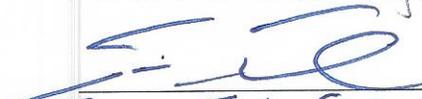
This Agreement shall continue thereafter from year to year, unless written notice of a desire to terminate or modify the Agreement is given by either party, the Company or the Union, to the other party not more than 90 days or less than 60 days prior to the expiration date of the Agreement.

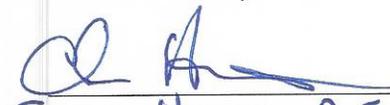
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 18 day of June 2015 by causing same to be signed on their behalf by their authorized representatives.

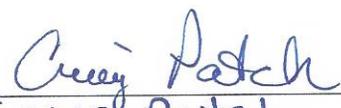
**First Transit, Inc.**

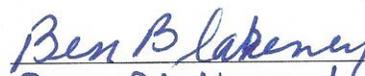
**SMART**

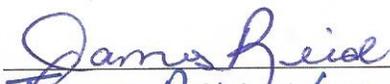
  
\_\_\_\_\_  
Dave Van Fossen, Region Vice President

  
\_\_\_\_\_  
Thomas Teal, General Manager

  
\_\_\_\_\_  
Chris Harris, A GM

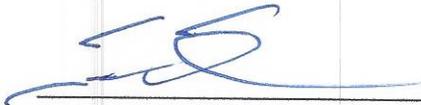
  
\_\_\_\_\_  
CRAIG PATCH  
GENERAL CHAIRMAN, LOCAL 1596

  
\_\_\_\_\_  
Ben Blakeney, LOCAL CHAIRMAN

  
\_\_\_\_\_  
James Reid, Vice President

**MEMORANDUM OF UNDERSTANDING**

The Company and SMART agree that the Company will continue the location's practice of giving verbal warnings for minor infraction of the Company's Performance Code as outlined in the Employee Handbook, for Level 3 and 4 Infractions. Since the handbook calls for two written warnings for Level 4 infractions the first of those will be considered a verbal warning followed by a written warning. For Level 3 infractions the Company may also issues a verbal warning in lieu of a written warning depending on the circumstances and the employee's work record.

 6-18-15

First Transit, Inc.

Date

Thomas Teral / GM

Ben Blakeney 6-18-15

SMART

Date

Ben Blakeney / Local Chairman



## Fares & Transfers

Please use exact change, a Rider Transit Bus Pass, Spare Fare Card, Smart Card or Transfer Pass. The farebox accepts all U.S. coins and \$1, \$5, \$10 and \$20 bills and will issue a Rider Spare Fare Card for any overpayment amount. **Operators and fareboxes cannot make change.**

<b>Regular Fare</b> .....	<b>\$1.25 per Ride</b>	
<b>Reduced Rate Fare*</b> .....	<b>\$ .60 per Ride</b>	
<b>Children under age 5</b> .....	<b>Free</b>	
<b>Transfer Pass</b> .....	<b>Free</b>	
<b>Fare or unlimited ride value passes.</b>	<b>Regular</b> .....	<b>Reduced*</b> .....
<b>One Day Pass</b> .....	<b>\$4</b>	<b>\$2</b>
<b>10-Day Pass</b> .....	<b>\$10</b>	<b>\$5</b>
<b>7-Day Pass</b> .....	<b>\$12</b>	<b>\$6</b>
<b>31-Day Pass</b> .....	<b>\$40</b>	<b>\$20</b>

\*NOTE: A valid Rider Transit Reduced Fare ID Card is required for discounted fares. Be prepared to show your ID card when you board to receive the discount. Visit [www.ckrider.com](http://www.ckrider.com) or call 704.920.7433 for information on where to go and how to obtain a Reduced Fare application.

## Transfers

Transfer Cards are valid for the next connecting bus only and expire 85 minutes from the time they are issued. The expiration time is printed on the card. When you board your connecting bus, simply drop the Transfer Card in the farebox slot. The farebox will indicate if the card has expired. **Approved transfer points are: Rider Transit Center, DSS, Kannapolis Train Station and NCRC / NC State Building.**

### \*Reduced Fare Program

Passengers who have a disability, are 65 years of age or older, are Medicare card holders with a valid photo ID, or are students are eligible to apply for a Reduced Fare ID card, which will allow them to ride for half the regular fare and purchase discount passes. You can obtain a Reduced-Fare ID Card application one of the following ways:

- Online at [www.ckrider.com](http://www.ckrider.com)
- RIDER Transit Center, 3600 S. Ridge Avenue, Concord
- Call Rider Customer Care at 704.920.7433
- City of Concord Municipal Building, 26 Union St. South
- Kannapolis Customer Service Center, 234 Dale Earnhardt Blvd.

## ROUTE LISTINGS

<b>BLUE</b>	DSS, A.L. Brown High School, Amtrak Station, NCRC/NC State, Airport Rd & Highland Ave, YMCA & Senior Center, and Rte 29S/Food Lion
<b>BROWN</b>	ESC, Bethpage Rd, Pine St/Ridges Apts, NCRC/NC State, and Amtrak Station
<b>GREEN</b>	Cloverleaf Plaza, Daymark*, Roxie St, DSS, Northlife/Walmart, Northeast Out Patient Center, Penny Ln, Dickens Place, and University Dr
<b>RED</b>	Walmart, Concord Mills Mall Entrance 5, Embassy Suites, Gateway Lane 2, and Carolina Mall/Starbucks
<b>YELLOW</b>	Enterprise Dr, Rowan-Cabarrus Community College, Target/Atton Ridge, Cabarrus YMCA, International Dr, and Northeast Medical Center
<b>ORANGE</b>	Carolina Mall/Starbucks, Northeast Medical Center, Greens Apartments, Malvern Dr, Wishire Ave/Washb Rd, Old Charlotte Rd/Union Cemetery Rd, and Cabarrus Senior Center
<b>PURPLE</b>	Cabarrus Ave & Gold St, The Village*, Walmart, Cabarrus Ave & Valley St, RCCC Business & Technology Center, and Social Security Office*

\*NO Weekend Service to: Social Security Office, The Village and Daymark

### BUS STOP KEY:

- Bus Stops along route - color matches route color
- Scheduled Bus Stop with destination noted on bus schedule
- ★ Rider Transit Center - 3600 S. Ridge Avenue, Concord, NC

**Protect Your Investment**  
 Keep your Rider passes, cards and IDs in good condition so they can be read by the farebox. Don't bend them or get them wet. Keep them away from high heat, and don't leave them in the sun. All passcards, transfers and IDs are non-transferable and non-refundable. Misuse of Rider Transit media may result in your pass being deactivated.

# Work. Live. Play.

For more information and individual maps call:  
**704.920.RIDER 174331**  
 For more information, to view and download routes and schedules, and to see where your bus is right now, go to: [www.ckrider.com](http://www.ckrider.com)

