

## STANDARD FORM CONTRACT

This contract (this "Contract" or this "Agreement") is made and entered into as of the 31<sup>st</sup> day of August, 2016, by the City of CONCORD ("City") and Transdev Services, Inc., a corporation, organized and existing under the laws of the State of Maryland.

### **Sec. 1. Background and Purpose.**

The Contractor ("Service Provider") shall coordinate, manage, and control all necessary Service activities listed in the "Request for Proposal #112515 Solicitation of the Contract Provider for the Concord Kannapolis Area Transit (Rider) Fixed Route and ADA Paratransit Services", dated November 25<sup>th</sup>, 2015 (the "RFP"), which includes all of the term of RFP Section 5 "Service Provisions", including 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, as defined by the RFP;
- 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, as defined by the RFP;
- l. Providing adequate required staffing levels at the Rider Transit Center;
- m. Maintaining busway and bus parking area at the Rider Transit Center, as defined by the RFP;
- 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.

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. As used in this section, the term "Services" and/or "service activities" shall mean operation of Fixed-Route and ADA Paratransit public transportation Services in the Concord Kannapolis Area to be performed by the Contractor under the Contract. This Agreement, the RFP and the Agreement Documents described in Section 9, below, 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.

**Sec. 2. Services and Scope to be Performed.** The Contractor shall provide the services set forth either Attachment "One" Request for Proposal #112515 Solicitation of the Contract Provider for the Concord Kannapolis Area Transit (Rider) Fixed Route and ADA Paratransit Services. In this Contract, "services" means the services that the Contractor is required to perform pursuant to this Contract and all of the Contractor's duties to the City that arise out of this

AMENDMENT TO STANDARD FORM CONTRACT

THIS AMENDMENT to the Standard Form Contract, dated August 31, 2016, is made and entered into as of this 20th day of March, 2017, by the city of CONCORD ("City") and Transdev Services, Inc. ("Contractor") a corporation, organized and existing under the laws of the State of Maryland, collectively referred to as the Parties.

WHEREAS, the City and Contractor are parties to a contract awarded in response to RFP #112515 for certain Service Provisions (the "Contract");

WHEREAS, under the terms of the Contract the Parties agreed that for the first six (6) months of the Contract, from July 1, 2016 through December 31, 2016, Contractor would provide paratransit services on a pass-through payment basis, during which time Contractor would develop pricing for paratransit services for the remainder of the Contract term;

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

Section 4. Compensation, is amended by amending Attachment Four to reflect the following rates per Revenue Vehicle Hour for paratransit services, applied retroactively to July 1, 2016, and for the remainder of the initial contract term and option years as follows:

Year 1: \$72.54	Option Year 1 (Year 6): \$76.65
Year 2: \$72.54	Option Year 2 (Year 7): \$79.77
Year 3: \$72.54	Option Year 3 (Year 8): \$81.25
Year 4: \$74.03	Option Year 4 (Year 9): \$83.21
Year 5: \$75.93	Option Year 5 (Year 10): \$85.09

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this Amendment to be executed by their duly authorized agents or officers.

CITY OF CONCORD:

By: W. R. Hoff  
City Manager

Date: 3-16-17

TRANSDEV SERVICES, INC.

By: Duane Eskierka  
Duane Eskierka, COO

Date: 3/6/17

ATTEST BY:

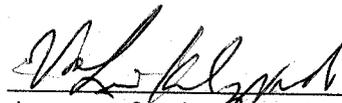
Sam J. Deason  
City Clerk

ATTEST BY:

Ronald R. Bush

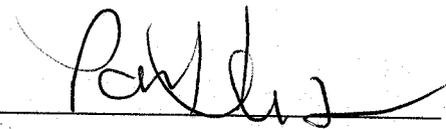
SIGNATURES CONTINUED ON NEXT PAGE

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney for the City of Concord

**APPROVAL BY CITY FINANCE OFFICER**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

  
\_\_\_\_\_  
Signature

Contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

**Sec. 3. Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

**Sec. 4. Compensation.** The City shall pay the Contractor for the Work as provided in Attachments One, Two, Three and Four (below; Section 9, Attachments). Any additional services needed beyond regularly scheduled services may require additional charges. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section or authorized by a duly approved amendment or change order.

**Sec. 5. Term.** This Contract shall begin on July 1<sup>st</sup>, 2016 and end at June 30<sup>th</sup>, 2021, 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. Notwithstanding the above, continued performance of this Agreement is conditioned on the availability of City funding. This Contract shall not be automatically extended unless agreed to in writing by the City or as provided in Attachment One.

**Sec. 6. Contractor's Billings to City.** Payments will be made in accordance with Attachment One. Upon receipt of the pay request the City Purchasing Agent will verify the amounts and if correct, will forward the pay request to the Finance Department for payment. Final payment of undisputed amounts shall be made to the Contractor within thirty (30) days after all work has been fully completed and verified by the City project manager.

**Sec. 7. 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:

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.
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.
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.
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.
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 employer's 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.

#### **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.

#### **Other Insurance Requirements.**

- 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.*

- 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.
- 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.
- 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.

Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial Contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the Contract remains in effect.

The City shall be named as an **additional insured** and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force shall constitute a material breach of this Contract and may, at the City's option, be cause for Contract termination. In the event that the Contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Contract without notice.

**Sec. 8. Performance of Work by City.** If the Contractor fails to perform the Work in accordance with the schedule referred to in Attachment One the City may, in its discretion, perform or cause to be performed some or all of the

Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

**Sec. 9. Attachments.** Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

*The following attachments* are made a part of this contract and incorporated herein by reference:

- (a) Attachment One – Request for Proposal #112515 Solicitation of the Contract Provider for the Concord Kannapolis Area Transit (Rider) Fixed Route and ADA Paratransit Services.
- (b) Attachment Two – Transdev Concord Kannapolis Technical and Cost Proposal
- (c) Attachment Three – Transdev BAFO Letter
- (d) Attachment Four – 2016 April Transdev With Sunday Service BAFO Pricing.
- (e) Attachment Five - Certificate of Insurance.
- (f) Exhibit "A" – E-Verify Affidavit. Contractor must execute the Affidavit attached as Exhibit A, attesting to compliance with state and federal laws related to E-Verify.

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and approved by the City in writing.

**Sec. 10. Notice.** (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

***For The Company:***

To Be Determined

***For The City:***

City of Concord  
City Manager  
PO Box 308  
Concord, NC 28026  
Phone: 704.920.5209  
Fax: 704.795.0815  
Email: hiattb@concordnc.gov

With Copies To:

(1) VaLerie Kolczynski, Esq.  
City Attorney  
City of Concord  
PO Box 308  
Concord, NC 28026  
Phone: 704.920.5118; and  
(2) L.J. Weslowski  
Transit Manager  
Rider Transit Center  
3600 South Ridge Avenue  
Concord, NC 28025  
Phone: 704.920.5878  
Fax: 704.920.6900  
Email: weslowlj@concordnc.gov

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on

which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

**Sec. 11. Indemnification.** To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this Contract.

**Sec. 12. Corporate Status.** If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this Contract, at the sole option of the City, shall be declared null and void or the Contractor shall execute a new Contract showing the Contractor’s correct legal entity.

**Sec. 13. Breach.** In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

**Sec. 14. Miscellaneous.**

(a) Choice of Law and Forum. This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. 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.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City’s written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City’s defenses and shall be liable for all of the Contractor’s duties that arise out of this contract and all of the City’s claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows:  
(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) W-9 Form. Contractor shall provide a completed W-9 form to the City upon execution of this contract.

(m) No Employment Relationship. For all matters relating to this Agreement, Contractor shall be deemed an independent contractor. Nothing in this Agreement shall be construed in such a manner as to create an employee-employer relationship between City and Contractor.

(n) Corporate Seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

By: W. Brian North  
City Manager

By: [Signature]  
Signature of President/Vice President/Manager/Partner

Date: 8/27/16

Printed Name: Mike Murray

Title: President & COO

Date: 5/19/16

ATTEST BY:

[Signature]  
City Clerk

ATTEST:

BY: [Signature]  
Signature of Vice President, Secretary, or other officer

Printed Name: Jan Horstmann

Title President & COO, TOD

APPROVED AS TO FORM:

[Signature]  
Attorney for the City of Concord

**APPROVAL BY CITY FINANCE OFFICER**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]  
Signature

EXHIBIT "A"

STATE OF ILLINOIS

AFFIDAVIT

COUNTY OF DUPAGE

\*\*\*\*\*

I, Mike Murray (the individual signing below), being duly authorized by and on behalf of Transdev Services, Inc. (the legal name of the entity entering the contract, "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS § 64-26.
2. Employer understands that Employers Must Use E-Verify. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)  
a. YES X, or b. NO     .
4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This 9 day of May, 20 16.

[Signature]  
Signature of Affiant  
Print or Type Name: Mike Murray, President & COO

State of ILLINOIS County of DUPAGE

Signed and sworn to (or affirmed) before me, this the 9

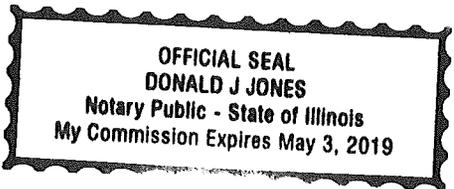
day of May, 20 16.

My Commission Expires:

5/3/19

[Signature]  
Donald Jones  
Notary Public

(Affix Official/Notarial Seal)







# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Transdev Services, Inc. 720 E. Butterfield Road, Suite 300 Lombard IL 60148 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Old Republic Insurance Company		24147
	<b>INSURER B:</b> ACE Property & Casualty Insurance Co.		20699
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

Holder Identifier :

**COVERAGES**

CERTIFICATE NUMBER: 570077245181

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY31381819	07/01/2019	07/01/2020	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB-21268-19	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			XOOG28126608004	07/01/2019	07/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC31381919	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE-EA EMPLOYEE \$100,000 E.L. DISEASE-POLICY LIMIT \$100,000
A	Excess Auto Lia			MWZX 305231-19	07/01/2019	07/01/2020	Each Occurrence \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Auto Physical Damage Coverage is included. Evidence Only.

Certificate No : 570077245181

**CERTIFICATE HOLDER****CANCELLATION**

City of Concord, North Carolina City Manager 26 Union Street Concord NC 28026 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>
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Section 10 Required Forms - Form 6

Annual Operations Costs

Fixed Route With Sunday Service  
Annual Operating Budget

Operations Costs	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Notes
Zonar Electronic Inspection System Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Office Furniture & Equipment	0	0	0	0	0	0	0	0	0	0	
Computer Equipment	\$3,210	\$3,210	\$3,210	\$3,210	\$3,210	\$0	\$0	\$0	\$0	\$0	
Computer Software	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Legal Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Payroll Processing	\$3,990	\$4,990	\$4,180	\$4,289	\$4,400	\$4,510	\$4,620	\$4,740	\$4,860	\$4,980	
Telephone (cell only)	\$4,800	\$4,920	\$5,040	\$5,170	\$5,300	\$5,430	\$5,570	\$5,710	\$5,850	\$6,000	
Insurance	\$106,127	\$109,955	\$111,823	\$113,788	\$115,823	\$117,901	\$117,832	\$119,545	\$122,677	\$130,699	
Printing	\$900	\$920	\$940	\$960	\$980	\$1,000	\$1,030	\$1,060	\$1,090	\$1,120	
Postage	\$900	\$920	\$940	\$960	\$980	\$1,000	\$1,030	\$1,060	\$1,090	\$1,120	
Office Supplies	\$9,000	\$9,080	\$9,160	\$9,240	\$9,320	\$9,400	\$9,490	\$9,580	\$9,670	\$9,760	
Permits/Licenses	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	
Driver Drug Testing & Physicals & Background Checks	\$4,170	\$5,930	\$6,080	\$6,240	\$6,380	\$6,543	\$6,720	\$6,880	\$7,050	\$7,230	
Driver Uniforms & License Allow.	\$2,420	\$6,800	\$6,970	\$7,140	\$7,320	\$7,500	\$7,680	\$7,860	\$8,040	\$8,260	
Operations Incentive Programs	\$3,600	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	
Safety & Training Supplies	\$2,500	\$2,500	\$2,627	\$2,692	\$2,760	\$2,829	\$2,899	\$2,972	\$3,046	\$3,122	
SmartDrive Clip Review	\$3,090	\$3,162	\$3,215	\$3,279	\$3,345	\$3,412	\$3,480	\$3,540	\$3,600	\$3,663	
DriveCam Mgmt	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Non-revenue Vehicle Leases	\$11,772	\$11,772	\$11,772	\$11,772	\$11,772	\$12,125	\$12,125	\$12,125	\$12,125	\$12,125	
Performance Bond	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Recruitment & Advertising Expenses	\$2,700	\$2,770	\$2,840	\$2,910	\$2,980	\$3,060	\$3,140	\$3,220	\$3,300	\$3,380	
Computer Supplies/Maint. Contracts	\$4,800	\$4,800	\$5,000	\$5,180	\$5,320	\$5,460	\$5,600	\$5,740	\$5,890	\$6,040	
Dues & Memberships	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Travel	\$4,800	\$4,920	\$5,040	\$5,170	\$5,300	\$5,430	\$5,570	\$5,710	\$5,850	\$6,000	
Internet Expense	\$6,000	\$6,150	\$6,300	\$6,460	\$6,620	\$6,790	\$6,960	\$7,130	\$7,310	\$7,490	
Local Community Involvement/Support	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	
Local Discretion/ Misc.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Working Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Local Discretion	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Start-Up Costs	\$64,742	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Facility Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Customer Service - Weekends	\$15,060	\$15,437	\$15,822	\$16,218	\$16,623	\$17,039	\$17,465	\$17,902	\$18,349	\$18,808	
Bus Stop Infrastructure and Amenities	\$36,057	\$36,896	\$37,862	\$38,828	\$39,800	\$40,795	\$41,815	\$42,860	\$43,932	\$45,030	
Rider Transit Center Custodial Services	\$38,162	\$39,115	\$40,094	\$41,096	\$42,124	\$43,177	\$44,256	\$45,363	\$46,497	\$47,659	
Rider Transit Center Landscaping Services	\$12,832	\$12,948	\$13,271	\$13,603	\$13,943	\$14,292	\$14,649	\$15,015	\$15,391	\$15,776	
Corporate Overhead	\$60,046	\$60,635	\$60,819	\$64,845	\$68,255	\$71,958	\$75,958	\$79,422	\$83,328	\$87,628	
Profit	\$40,031	\$40,423	\$42,546	\$43,230	\$44,197	\$45,905	\$45,882	\$46,202	\$47,362	\$48,210	
<b>Non Personnel Expenses Total</b>	<b>\$679,813</b>	<b>\$685,442</b>	<b>\$730,403</b>	<b>\$740,130</b>	<b>\$765,177</b>	<b>\$719,324</b>	<b>\$759,876</b>	<b>\$709,425</b>	<b>\$808,465</b>	<b>\$826,361</b>	
<b>Personnel Costs (Wages and Benefits)</b>	<b>\$1,412,909</b>	<b>\$1,448,418</b>	<b>\$1,492,640</b>	<b>\$1,519,952</b>	<b>\$1,545,384</b>	<b>\$1,579,558</b>	<b>\$1,609,242</b>	<b>\$1,636,461</b>	<b>\$1,671,182</b>	<b>\$1,699,009</b>	
<b>Fully Allocated Annual Cost</b>	<b>\$2,092,782</b>	<b>\$2,114,860</b>	<b>\$2,223,043</b>	<b>\$2,259,723</b>	<b>\$2,310,562</b>	<b>\$2,298,877</b>	<b>\$2,369,120</b>	<b>\$2,422,886</b>	<b>\$2,479,657</b>	<b>\$2,525,370</b>	
<b>Rate per Hour</b>	<b>\$58.93</b>	<b>\$59.66</b>	<b>\$62.80</b>	<b>\$63.83</b>	<b>\$65.07</b>	<b>\$64.74</b>	<b>\$67.31</b>	<b>\$68.23</b>	<b>\$69.83</b>	<b>\$71.12</b>	





**ATTACHMENT A  
COST PROPOSAL FORM  
With Sunday Service**

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.**

<p>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 9/30/2016. 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 below). The City reserves the right to increase or decrease service hours to meet the demand of the Service.</p>							
<b>Estimated Hours of Service for the Contract</b>							
	<b>Peak Vehicles</b>	<b>Start of Service</b>	<b>Estimated Annual Revenue Vehicle Hours</b>				
			<b>YEAR ONE</b>	<b>YEAR TWO</b>	<b>YEAR THREE</b>	<b>YEAR FOUR</b>	<b>YEAR FIVE</b>
Fixed Route	7	7/1/2016	35,511	35,511	35,511	35,511	35,511
<i>Proposed Rate</i>			\$58.93	\$59.56	\$62.60	\$63.63	\$65.07
ADA Paratransit	2	7/1/2016	4,064	4,064	4,064	4,064	4,064
<i>Proposed Rate</i>			\$75.25	\$74.65	\$78.11	\$79.76	\$81.81
<b>Total</b>	<b>9</b>						
<b>Option Years:</b>							
	<b>Peak Vehicles</b>	<b>Start of Service</b>	<b>Estimated Annual Revenue Vehicle Hours</b>				
			<b>YEAR SIX</b>	<b>YEAR SEVEN</b>	<b>YEAR EIGHT</b>	<b>YEAR NINE</b>	<b>YEAR TEN</b>
Fixed Route	7	7/1/2016	35,511	35,511	35,511	35,511	35,511
<i>Proposed Rate</i>			\$64.74	\$67.31	\$68.23	\$69.83	\$71.12
ADA Paratransit	2	7/1/2016	4,064	4,064	4,064	4,064	4,064
<i>Proposed Rate</i>			\$82.59	\$85.94	\$87.54	\$89.65	\$91.68
<b>Total</b>	<b>9</b>						

Section 10 Required Forms - Form 6  
Fixed Route Wages and Benefits

Position	#	Wages (40% Sunday Service) (per hour)	Benefits (per hour)	Total Annual Cost	Notes	Positions	Year 4 With Sunday Service (per hour)	Benefits (per hour)	Total Annual Cost	Positions	Year 4 With Sunday Service (per hour)	Benefits (per hour)	Total Annual Cost	
Operator - FT	15	\$15.15	\$3.85	\$696,042		Operator	\$15.81	\$3.84	\$819,456	Operator	15	\$15.20	\$4.16	\$840,232
Operator - FT	11	\$15.15	\$3.18	\$488,248		Operator	\$15.81	\$3.22	\$492,464	Operator	11	\$15.09	\$1.28	\$508,618
Road/Street Supervisor - FT	3	\$19.00	\$4.61	\$115,472	100% Fixed Route	Road/Street Supervisor	\$19.12	\$4.78	\$118,115	Road/Street Supervisor	3	\$18.44	\$4.82	\$130,665
Dispatch - FT	2	\$16.80	\$4.61	\$70,691	70% Fixed Route	Dispatch	\$16.12	\$4.76	\$78,743	Dispatch	2	\$16.44	\$4.82	\$86,076
Reservations/Dispatcher - FT	0	N/A	N/A	N/A		Reservations/Dispatcher	N/A	N/A	N/A	Reservations/Dispatcher	0	N/A	N/A	N/A
Mechanic - FT	1.58	\$18.83	\$4.87	\$71,111	Allocated by % of trav. hours	Mechanic	\$18.20	\$5.12	\$71,653	Mechanic	1.58	\$18.59	\$5.70	\$74,348
Fuel/Dispatcher - FT	1.58	\$13.82	\$4.37	\$54,371	Allocated by % of trav. hours	Fuel/Dispatcher	\$14.10	\$4.52	\$55,382	Fuel/Dispatcher	1.58	\$14.26	\$4.37	\$56,351
Operations Supplgr. - FT	0.5	\$32.70	\$5.85	\$12,591	Allocated 50/50%	Operations Supplgr.	\$34.17	\$5.72	\$13,138	Operations Supplgr.	0.5	\$24.66	\$4.90	\$7,816
Safety Supplgr. - FT	0.5	\$18.54	\$5.43	\$7,127	Allocated 50/50%	Safety Supplgr.	\$19.91	\$5.60	\$22,023	Safety Supplgr.	0.5	\$19.29	\$5.76	\$23,143
HR Generalist - FT	0.79	\$19.48	\$5.04	\$9,806	Allocated by % of trav. hours	HR Generalist	\$19.05	\$5.70	\$36,035	HR Generalist	0.79	\$20.24	\$6.37	\$32,269
Maintenance Supplgr. - FT	0.79	\$24.48	\$6.95	\$15,864	Allocated by % of trav. hours	Maintenance Supplgr.	\$24.95	\$7.05	\$52,027	Maintenance Supplgr.	0.79	\$20.63	\$7.27	\$53,972
GM	0.79	\$35.66	\$16.70	\$99,278	Allocated by % of trav. hours	GM	\$31.28	\$7.15	\$38,899	GM	0.79	\$31.00	\$7.64	\$72,459
Payroll Taxes				\$102,027		Payroll Taxes			\$104,405	Payroll Taxes			\$108,393	
<b>Total Wages and Benefits Costs</b>				<b>\$1,412,669</b>		<b>Total Wages and Benefits Costs</b>			<b>\$1,429,418</b>	<b>Total Wages and Benefits Costs</b>			<b>\$1,492,445</b>	

Section 10 Required Forms - Form 6  
Fixed Route Wages and Benefits

Position	#	Wages (40% Sunday Service) (per hour)	Benefits (per hour)	Total Annual Cost	Notes	Positions	Year 4 With Sunday Service (per hour)	Benefits (per hour)	Total Annual Cost	Positions	Year 4 With Sunday Service (per hour)	Benefits (per hour)	Total Annual Cost	
Operator - FT	15	\$15.15	\$3.85	\$696,042		Operator	\$15.81	\$3.84	\$819,456	Operator	15	\$15.20	\$4.16	\$840,232
Operator - FT	11	\$15.15	\$3.18	\$488,248		Operator	\$15.81	\$3.22	\$492,464	Operator	11	\$15.09	\$1.28	\$508,618
Road/Street Supervisor - FT	3	\$19.00	\$4.61	\$115,472	100% Fixed Route	Road/Street Supervisor	\$19.12	\$4.78	\$118,115	Road/Street Supervisor	3	\$18.44	\$4.82	\$130,665
Dispatch - FT	2	\$16.80	\$4.61	\$70,691	70% Fixed Route	Dispatch	\$16.12	\$4.76	\$78,743	Dispatch	2	\$16.44	\$4.82	\$86,076
Reservations/Dispatcher - FT	0	N/A	N/A	N/A		Reservations/Dispatcher	N/A	N/A	N/A	Reservations/Dispatcher	0	N/A	N/A	N/A
Mechanic - FT	1.58	\$18.83	\$4.87	\$71,111	Allocated by % of trav. hours	Mechanic	\$18.20	\$5.12	\$71,653	Mechanic	1.58	\$18.59	\$5.70	\$74,348
Fuel/Dispatcher - FT	1.58	\$13.82	\$4.37	\$54,371	Allocated by % of trav. hours	Fuel/Dispatcher	\$14.10	\$4.52	\$55,382	Fuel/Dispatcher	1.58	\$14.26	\$4.37	\$56,351
Operations Supplgr. - FT	0.5	\$32.70	\$5.85	\$12,591	Allocated 50/50%	Operations Supplgr.	\$34.17	\$5.72	\$13,138	Operations Supplgr.	0.5	\$24.66	\$4.90	\$7,816
Safety Supplgr. - FT	0.5	\$18.54	\$5.43	\$7,127	Allocated 50/50%	Safety Supplgr.	\$19.91	\$5.60	\$22,023	Safety Supplgr.	0.5	\$19.29	\$5.76	\$23,143
HR Generalist - FT	0.79	\$19.48	\$5.04	\$9,806	Allocated by % of trav. hours	HR Generalist	\$19.05	\$5.70	\$36,035	HR Generalist	0.79	\$20.24	\$6.37	\$32,269
Maintenance Supplgr. - FT	0.79	\$24.48	\$6.95	\$15,864	Allocated by % of trav. hours	Maintenance Supplgr.	\$24.95	\$7.05	\$52,027	Maintenance Supplgr.	0.79	\$20.63	\$7.27	\$53,972
GM	0.79	\$35.66	\$16.70	\$99,278	Allocated by % of trav. hours	GM	\$31.28	\$7.15	\$38,899	GM	0.79	\$31.00	\$7.64	\$72,459
Payroll Taxes				\$102,027		Payroll Taxes			\$104,405	Payroll Taxes			\$108,393	
<b>Total Wages and Benefits Costs</b>				<b>\$1,412,669</b>		<b>Total Wages and Benefits Costs</b>			<b>\$1,429,418</b>	<b>Total Wages and Benefits Costs</b>			<b>\$1,492,445</b>	

Section 10 Required Forms - Form 6  
ADA Paratransit Wages and Benefits

Position	#	Wages (40% Sunday Service) (per hour)	Benefits (per hour)	Total Annual Cost	Notes	Positions	Year 4 With Sunday Service (per hour)	Benefits (per hour)	Total Annual Cost	Positions	Year 4 With Sunday Service (per hour)	Benefits (per hour)	Total Annual Cost	
Operator - FT	2	\$11.25	\$3.45	\$87,137		Operator	\$11.49	\$3.45	\$76,642	Operator	2	\$11.71	\$3.64	\$91,683
Road/Street Supervisor - FT	0	N/A	N/A	N/A		Road/Street Supervisor	N/A	N/A	N/A	Road/Street Supervisor	0	N/A	N/A	N/A
Dispatch - FT	0	N/A	N/A	N/A		Dispatch	N/A	N/A	N/A	Dispatch	0	N/A	N/A	N/A
Reservations/Dispatcher - FT	1	\$16.00	\$4.85	\$20,705	100% Paratransit	Reservations/Dispatcher	\$16.24	\$4.93	\$13,693	Reservations/Dispatcher	1	\$16.49	\$5.19	\$32,399
Mechanic - FT	0.45	\$18.83	\$4.87	\$13,812	Allocated by % of trav. hours	Mechanic	\$18.20	\$5.12	\$19,028	Mechanic	0.42	\$18.59	\$5.29	\$18,419
Fuel/Dispatcher - FT	0	N/A	N/A	N/A		Fuel/Dispatcher	N/A	N/A	N/A	Fuel/Dispatcher	0	N/A	N/A	N/A
Operations Supplgr. - FT	0.45	\$32.70	\$5.85	\$12,591	Allocated 50/50%	Operations Supplgr.	\$34.17	\$5.72	\$13,138	Operations Supplgr.	0.42	\$24.66	\$5.00	\$7,816
Safety Supplgr. - FT	0.45	\$18.54	\$5.43	\$7,127	Allocated 50/50%	Safety Supplgr.	\$19.91	\$5.60	\$22,023	Safety Supplgr.	0.42	\$19.29	\$5.76	\$23,143
HR Generalist - FT	0.22	\$19.48	\$5.04	\$10,120	Allocated by % of trav. hours	HR Generalist	\$19.05	\$5.60	\$9,919	HR Generalist	0.21	\$20.24	\$6.37	\$10,009
Maintenance Supplgr. - FT	0.22	\$24.48	\$6.95	\$14,312	Allocated by % of trav. hours	Maintenance Supplgr.	\$24.95	\$7.05	\$33,625	Maintenance Supplgr.	0.21	\$20.63	\$7.27	\$14,103
GM	0.22	\$35.66	\$16.70	\$18,993	Allocated by % of trav. hours	GM	\$31.28	\$7.15	\$18,548	GM	0.21	\$31.80	\$7.64	\$18,825
Payroll Taxes				\$12,495		Payroll Taxes			\$12,817	Payroll Taxes			\$13,182	
<b>Total Wages and Benefits Costs</b>				<b>\$240,372</b>		<b>Total Wages and Benefits Costs</b>			<b>\$246,845</b>	<b>Total Wages and Benefits Costs</b>			<b>\$257,118</b>	

Section 10 Required Forms - Form 6  
ADA Paratransit Wages and Benefits

Position	#	Wages (40% Sunday Service) (per hour)	Benefits (per hour)	Total Annual Cost	Notes	Positions	Year 4 With Sunday Service (per hour)	Benefits (per hour)	Total Annual Cost	Positions	Year 4 With Sunday Service (per hour)	Benefits (per hour)	Total Annual Cost	
Operator - FT	2	\$11.25	\$3.45	\$87,137		Operator	\$11.49	\$3.45	\$76,642	Operator	2	\$11.71	\$3.64	\$91,683
Road/Street Supervisor - FT	0	N/A	N/A	N/A		Road/Street Supervisor	N/A	N/A	N/A	Road/Street Supervisor	0	N/A	N/A	N/A
Dispatch - FT	0	N/A	N/A	N/A		Dispatch	N/A	N/A	N/A	Dispatch	0	N/A	N/A	N/A
Reservations/Dispatcher - FT	1	\$16.00	\$4.85	\$20,705	100% Paratransit	Reservations/Dispatcher	\$16.24	\$4.93	\$13,693	Reservations/Dispatcher	1	\$16.49	\$5.19	\$32,399
Mechanic - FT	0.45	\$18.83	\$4.87	\$13,812	Allocated by % of trav. hours	Mechanic	\$18.20	\$5.12	\$19,028	Mechanic	0.42	\$18.59	\$5.29	\$18,419
Fuel/Dispatcher - FT	0	N/A	N/A	N/A		Fuel/Dispatcher	N/A	N/A	N/A	Fuel/Dispatcher	0	N/A	N/A	N/A
Operations Supplgr. - FT	0.45	\$32.70	\$5.85	\$12,591	Allocated 50/50%	Operations Supplgr.	\$34.17	\$5.72	\$13,138	Operations Supplgr.	0.42	\$24.66	\$5.00	\$7,816
Safety Supplgr. - FT	0.45	\$18.54	\$5.43	\$7,127	Allocated 50/50%	Safety Supplgr.	\$19.91	\$5.60	\$22,023	Safety Supplgr.	0.42	\$19.29	\$5.76	\$23,143
HR Generalist - FT	0.22	\$19.48	\$5.04	\$10,120	Allocated by % of trav. hours	HR Generalist	\$19.05	\$5.60	\$9,919	HR Generalist	0.21	\$20.24	\$6.37	\$10,009
Maintenance Supplgr. - FT	0.22	\$24.48	\$6.95	\$14,312	Allocated by % of trav. hours	Maintenance Supplgr.	\$24.95	\$7.05	\$33,625	Maintenance Supplgr.	0.21	\$20.63	\$7.27	\$14,103
GM	0.22	\$35.66	\$16.70	\$18,993	Allocated by % of trav. hours	GM	\$31.28	\$7.15	\$18,548	GM	0.21	\$31.80	\$7.64	\$18,825
Payroll Taxes				\$12,495		Payroll Taxes			\$12,817	Payroll Taxes			\$13,182	
<b>Total Wages and Benefits Costs</b>				<b>\$240,372</b>		<b>Total Wages and Benefits Costs</b>			<b>\$246,845</b>	<b>Total Wages and Benefits Costs</b>			<b>\$257,118</b>	

Section 10 Required Forms - Form 6  
Fixed Route Wages and Benefits

Positions	Year 4 With Sunday Service #	Wages (per hour)	Benefits (per hour)	Total Annual Cost	Positions	Year 4 With Sunday Service #	Wages (per hour)	Benefits (per hour)	Total Annual Cost
Operators	15	\$18.72	\$4.35	\$840,796	Operators	15	\$18.33	\$4.53	\$857,994
- FT	11	\$18.12	\$1.28	\$198,768	- FT	11	\$18.33	\$1.31	\$201,264
- PT					- PT				
Road/Street Supervisor	3	\$18.77	\$5.12	\$124,848	Road/Street Supervisor	3	\$17.11	\$5.33	\$128,938
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Dispatch	2	\$18.77	\$5.12	\$82,896	Dispatch	2	\$17.11	\$5.33	\$84,626
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Reservations/Scheduler	0	N/A	N/A		Reservations/Scheduler	0	N/A	N/A	
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Mechanic	1.58	\$18.95	\$3.52	\$78,218	Mechanic	1.58	\$18.38	\$5.78	\$78,694
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Field Cleaner	1.58	\$14.67	\$4.87	\$58,288	Field Cleaner	1.58	\$14.98	\$5.06	\$59,618
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Operations Support	0.8	\$25.39	\$7.15	\$329,516	Operations Support	0.5	\$15.65	\$6.38	\$30,222
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Safety Support	0.5	\$19.88	\$6.02	\$23,722	Safety Support	0.5	\$20.07	\$6.25	\$24,307
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
HR Consultant	0.78	\$20.85	\$6.60	\$39,228	HR Consultant	0.78	\$21.06	\$6.82	\$40,172
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Maintenance Support	0.78	\$20.22	\$7.57	\$55,282	Maintenance Support	0.78	\$20.83	\$7.88	\$66,609
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
GM	0.78	\$17.64	\$18.28	\$37,478	GM	0.78	\$23.19	\$19.12	\$76,508
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Payroll Taxes				\$107,971	Payroll Taxes				\$100,341
Total Wages and Benefits Costs				\$1,819,952	Total Wages and Benefits Costs				\$1,915,384

Section 10 Required Forms - Form 6  
Fixed Route Wages and Benefits

Positions	Year 4 With Sunday Service #	Wages (per hour)	Benefits (per hour)	Total Annual Cost	Positions	Year 4 With Sunday Service #	Wages (per hour)	Benefits (per hour)	Total Annual Cost
Operators	15	\$18.33	\$4.53	\$857,994	Operators	15	\$18.67	\$4.70	\$863,897
- FT	11	\$18.12	\$1.28	\$198,768	- FT	11	\$18.67	\$1.32	\$203,777
- PT					- PT				
Road/Street Supervisor	3	\$18.77	\$5.12	\$124,848	Road/Street Supervisor	3	\$17.44	\$5.63	\$120,031
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Dispatch	2	\$18.77	\$5.12	\$82,896	Dispatch	2	\$17.44	\$5.53	\$85,681
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Reservations/Scheduler	0	N/A	N/A		Reservations/Scheduler	0	N/A	N/A	
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Mechanic	1.58	\$18.95	\$3.52	\$78,218	Mechanic	1.58	\$18.79	\$4.86	\$78,994
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Field Cleaner	1.58	\$14.67	\$4.87	\$58,288	Field Cleaner	1.58	\$15.29	\$5.25	\$61,316
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Operations Support	0.8	\$25.39	\$7.15	\$329,516	Operations Support	0.6	\$26.17	\$6.64	\$320,935
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Safety Support	0.5	\$19.88	\$6.02	\$23,722	Safety Support	0.5	\$20.47	\$6.59	\$24,699
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
HR Consultant	0.78	\$20.85	\$6.60	\$39,228	HR Consultant	0.78	\$21.48	\$6.94	\$41,132
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Maintenance Support	0.78	\$20.22	\$7.57	\$55,282	Maintenance Support	0.78	\$21.45	\$8.18	\$57,948
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
GM	0.78	\$17.64	\$18.28	\$37,478	GM	0.78	\$26.85	\$19.84	\$76,537
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Payroll Taxes				\$107,971	Payroll Taxes				\$111,419
Total Wages and Benefits Costs				\$1,819,952	Total Wages and Benefits Costs				\$1,929,582

Section 10 Required Forms - Form 6  
ADA Paratransit Wages and Benefits

Positions	Year 4 Without Sunday Service #	Wages (per hour)	Benefits (per hour)	Total Annual Cost	Positions	Year 4 Without Sunday Service #	Wages (per hour)	Benefits (per hour)	Total Annual Cost
Operators	2	\$11.95	\$4.82	\$84,038	Operators	2	\$12.43	\$4.30	\$84,409
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Road/Street Supervisor	0	N/A	N/A		Road/Street Supervisor	0	N/A	N/A	
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Dispatch	0	N/A	N/A		Dispatch	0	N/A	N/A	
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Reservations/Scheduler	1	\$12.75	\$5.41	\$15,900	Reservations/Scheduler	1	\$12.25	\$5.85	\$15,284
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Mechanic	0.42	\$19.88	\$5.59	\$19,697	Mechanic	0.42	\$20.79	\$5.93	\$20,940
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Field Cleaner	0.42	\$14.67	\$4.82	\$15,900	Field Cleaner	0.42	\$15.26	\$5.25	\$16,065
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Operations Support	0.5	\$25.15	\$8.15	\$28,516	Operations Support	0.5	\$26.17	\$6.64	\$30,695
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Safety Support	0.5	\$19.88	\$6.02	\$23,722	Safety Support	0.5	\$20.47	\$6.59	\$24,858
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
HR Consultant	0.21	\$29.05	\$9.40	\$19,289	HR Consultant	0.21	\$21.48	\$6.04	\$19,700
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Maintenance Support	0.21	\$30.22	\$7.57	\$14,676	Maintenance Support	0.21	\$31.45	\$8.18	\$15,175
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
GM	0.21	\$32.54	\$18.38	\$18,503	GM	0.21	\$33.85	\$18.84	\$20,967
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Payroll Taxes				\$18,393	Payroll Taxes				\$13,903
Total Wages and Benefits Costs				\$99,209	Total Wages and Benefits Costs				\$72,815

Section 10 Required Forms - Form 6  
ADA Paratransit Wages and Benefits

Positions	Year 8 Without Sunday Service #	Wages (per hour)	Benefits (per hour)	Total Annual Cost	Positions	Year 8 Without Sunday Service #	Wages (per hour)	Benefits (per hour)	Total Annual Cost
Operators	2	\$12.19	\$4.14	\$88,050	Operators	2	\$12.43	\$4.30	\$84,409
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Road/Street Supervisor	0	N/A	N/A		Road/Street Supervisor	0	N/A	N/A	
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Dispatch	0	N/A	N/A		Dispatch	0	N/A	N/A	
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Reservations/Scheduler	1	\$12.99	\$5.69	\$14,489	Reservations/Scheduler	1	\$12.25	\$5.85	\$15,284
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Mechanic	0.42	\$20.59	\$5.74	\$20,450	Mechanic	0.42	\$20.79	\$5.93	\$20,940
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Field Cleaner	0.42	\$14.96	\$4.88	\$15,603	Field Cleaner	0.42	\$15.26	\$5.25	\$16,065
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Operations Support	0.5	\$25.65	\$8.38	\$30,222	Operations Support	0.5	\$26.17	\$6.64	\$30,695
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Safety Support	0.5	\$20.07	\$6.26	\$24,307	Safety Support	0.5	\$20.47	\$6.59	\$24,858
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
HR Consultant	0.21	\$21.08	\$5.82	\$19,548	HR Consultant	0.21	\$21.48	\$6.04	\$19,700
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Maintenance Support	0.21	\$20.83	\$7.88	\$14,694	Maintenance Support	0.21	\$21.45	\$8.18	\$15,175
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
GM	0.21	\$23.19	\$18.12	\$20,034	GM	0.21	\$23.85	\$18.84	\$20,967
- FT	0	N/A	N/A		- FT	0	N/A	N/A	
- PT					- PT				
Payroll Taxes				\$18,638	Payroll Taxes				\$13,903
Total Wages and Benefits Costs				\$270,214	Total Wages and Benefits Costs				\$221,815

Section 10 Required Forms - Form 6  
Fixed Route Wages and Benefits

Positions	Year 1 With Sunday Service #	Wages (per hour)	Benefits (per hour)	Total Annual Cost	Positions	Year 1 With Sunday Service #	Wages (per hour)	Benefits (per hour)	Total Annual Cost
Operators - FT - FT	15 11	\$16.67 \$16.57	\$3.67 \$3.58	\$284,553 \$206,346	Operators - FT - FT	15 11	\$17.08 \$17.06	\$3.63 \$3.56	\$281,626 \$210,953
Road/Sheet Supervisor - FT - FT	3 0	\$17.00 N/A	\$5.73 N/A	\$133,132 N/A	Road/Sheet Supervisor - FT - FT	3 0	\$18.10 N/A	\$5.82 N/A	\$136,208 N/A
Dispatch - FT - FT	2 0	\$17.80 N/A	\$5.73 N/A	\$187,748 N/A	Dispatch - FT - FT	2 0	\$16.15 N/A	\$5.92 N/A	\$99,804 N/A
Reservations/Scheduler - FT - FT	0 0	N/A N/A	N/A N/A	N/A N/A	Reservations/Scheduler - FT - FT	0 0	N/A N/A	N/A N/A	N/A N/A
Mechanic - FT - FT	1.58 0	\$21.20 N/A	\$6.37 N/A	\$181,807 N/A	Mechanic - FT - FT	1.58 0	\$21.63 N/A	\$6.37 N/A	\$183,633 N/A
Fleet/Driver - FT - FT	1.53 0	\$15.37 N/A	\$5.44 N/A	\$227,395 N/A	Fleet/Driver - FT - FT	1.58 0	\$16.88 N/A	\$5.62 N/A	\$284,283 N/A
Operations Support - FT - FT	0.5 0.5	\$28.89 \$28.86	\$8.80 \$8.73	\$31,654 \$25,492	Operations Support - FT - FT	0.5 0.5	\$37.10 \$37.22	\$7.10 \$6.96	\$32,251 \$26,892
Safety Support - FT - FT	0.79 0.79	\$31.91 \$21.07	\$5.16 \$3.47	\$43,088 \$29,288	Safety Support - FT - FT	0.79 0.79	\$23.33 \$23.72	\$6.47 \$6.75	\$43,953 \$20,618
Maintenance Support - FT - FT	0.79 0.79	\$24.83 \$20.56	\$3.83 \$2.96	\$19,575 \$14,951	Maintenance Support - FT - FT	0.79 0.79	\$35.22 \$35.22	\$7.24 \$7.24	\$27,237 \$24,573
GM					GM				
Payroll Taxes				\$117,951	Payroll Taxes				\$114,573
Total Wages and Benefits Costs				\$1,250,342	Total Wages and Benefits Costs				\$1,135,461

Section 10 Required Forms - Form 6  
Fixed Route Wages and Benefits

Positions	Year 1 With Sunday Service #	Wages (per hour)	Benefits (per hour)	Total Annual Cost	Positions	Year 1 With Sunday Service #	Wages (per hour)	Benefits (per hour)	Total Annual Cost
Operators - FT - FT	16 41	\$17.43 \$17.43	\$5.19 \$3.38	\$287,214 \$213,132	Operators - FT - FT	16 41	\$17.43 \$17.43	\$5.19 \$3.38	\$287,214 \$213,132
Road/Sheet Supervisor - FT - FT	2 0	\$18.52 N/A	\$6.12 N/A	\$136,208 N/A	Road/Sheet Supervisor - FT - FT	2 0	\$18.52 N/A	\$6.12 N/A	\$136,208 N/A
Dispatch - FT - FT	2 0	\$16.52 N/A	\$6.12 N/A	\$223,910 N/A	Dispatch - FT - FT	2 0	\$16.52 N/A	\$6.12 N/A	\$223,910 N/A
Reservations/Scheduler - FT - FT	0 0	N/A N/A	N/A N/A	N/A N/A	Reservations/Scheduler - FT - FT	0 0	N/A N/A	N/A N/A	N/A N/A
Mechanic - FT - FT	1.58 0	\$22.08 N/A	\$6.58 N/A	\$185,404 N/A	Mechanic - FT - FT	1.58 0	\$22.08 N/A	\$6.58 N/A	\$185,404 N/A
Fleet/Driver - FT - FT	1.58 0	\$16.20 N/A	\$5.81 N/A	\$285,797 N/A	Fleet/Driver - FT - FT	1.58 0	\$16.20 N/A	\$5.81 N/A	\$285,797 N/A
Operations Support - FT - FT	0.5 0.5	\$37.77 \$37.34	\$7.34 \$7.19	\$33,105 \$26,827	Operations Support - FT - FT	0.5 0.5	\$37.77 \$37.34	\$7.34 \$7.19	\$33,105 \$26,827
Safety Support - FT - FT	0.79 0.79	\$23.40 \$23.37	\$6.88 \$7.01	\$44,090 \$22,035	Safety Support - FT - FT	0.79 0.79	\$23.40 \$23.37	\$6.88 \$7.01	\$44,090 \$22,035
Maintenance Support - FT - FT	0.79 0.79	\$35.93 \$32.84	\$7.14 \$7.24	\$27,237 \$24,573	Maintenance Support - FT - FT	0.79 0.79	\$35.93 \$32.84	\$7.14 \$7.24	\$27,237 \$24,573
GM					GM				
Payroll Taxes				\$114,573	Payroll Taxes				\$116,200
Total Wages and Benefits Costs				\$1,135,461	Total Wages and Benefits Costs				\$1,167,192

Section 10 Required Forms - Form 6  
ADA Paratransit Wages and Benefits

Positions	Year 1 Without Sunday Service #	Wages (per hour)	Benefits (per hour)	Total Annual Cost	Positions	Year 1 Without Sunday Service #	Wages (per hour)	Benefits (per hour)	Total Annual Cost
Operators - FT - FT	2 0	\$12.00 N/A	\$4.43 N/A	\$28,475 N/A	Operators - FT - FT	2 0	\$13.93 N/A	\$4.36 N/A	\$28,258 N/A
Road/Sheet Supervisor - FT - FT	0 0	N/A N/A	N/A N/A	N/A N/A	Road/Sheet Supervisor - FT - FT	0 0	N/A N/A	N/A N/A	N/A N/A
Dispatch - FT - FT	0 0	N/A N/A	N/A N/A	N/A N/A	Dispatch - FT - FT	0 0	N/A N/A	N/A N/A	N/A N/A
Reservations/Scheduler - FT - FT	1 0	\$19.51 N/A	\$6.08 N/A	\$39,077 N/A	Reservations/Scheduler - FT - FT	1 0	\$14.00 N/A	\$6.43 N/A	\$27,807 N/A
Mechanic - FT - FT	0.42 0	\$21.20 N/A	\$5.17 N/A	\$21,433 N/A	Mechanic - FT - FT	0.42 0	\$22.08 N/A	\$5.55 N/A	\$22,428 N/A
Fleet/Driver - FT - FT	0.42 0	\$15.57 N/A	\$5.44 N/A	\$18,452 N/A	Fleet/Driver - FT - FT	0.42 0	\$16.20 N/A	\$5.81 N/A	\$18,231 N/A
Operations Support - FT - FT	0.5 0.5	\$28.89 \$28.86	\$8.80 \$8.73	\$31,654 \$25,492	Operations Support - FT - FT	0.5 0.5	\$37.77 \$37.34	\$7.34 \$7.19	\$33,105 \$26,827
Safety Support - FT - FT	0.79 0.79	\$31.91 \$21.07	\$5.16 \$3.47	\$43,088 \$29,288	Safety Support - FT - FT	0.79 0.79	\$23.33 \$23.72	\$6.47 \$6.75	\$43,953 \$20,618
Maintenance Support - FT - FT	0.79 0.79	\$24.83 \$20.56	\$3.83 \$2.96	\$19,575 \$14,951	Maintenance Support - FT - FT	0.79 0.79	\$35.22 \$35.22	\$7.24 \$7.24	\$27,237 \$24,573
GM					GM				
Payroll Taxes				\$14,157	Payroll Taxes				\$14,684
Total Wages and Benefits Costs				\$279,413	Total Wages and Benefits Costs				\$292,292

Section 10 Required Forms - Form 6  
ADA Paratransit Wages and Benefits

Positions	Year 1 Without Sunday Service #	Wages (per hour)	Benefits (per hour)	Total Annual Cost	Positions	Year 1 Without Sunday Service #	Wages (per hour)	Benefits (per hour)	Total Annual Cost
Operators - FT - FT	2 0	\$13.19 N/A	\$4.72 N/A	\$30,295 N/A	Operators - FT - FT	2 0	\$13.19 N/A	\$4.72 N/A	\$30,295 N/A
Road/Sheet Supervisor - FT - FT	0 0	N/A N/A	N/A N/A	N/A N/A	Road/Sheet Supervisor - FT - FT	0 0	N/A N/A	N/A N/A	N/A N/A
Dispatch - FT - FT	0 0	N/A N/A	N/A N/A	N/A N/A	Dispatch - FT - FT	0 0	N/A N/A	N/A N/A	N/A N/A
Reservations/Scheduler - FT - FT	1 0	\$14.00 N/A	\$6.43 N/A	\$27,807 N/A	Reservations/Scheduler - FT - FT	1 0	\$14.00 N/A	\$6.43 N/A	\$27,807 N/A
Mechanic - FT - FT	0.42 0	\$22.08 N/A	\$5.55 N/A	\$22,428 N/A	Mechanic - FT - FT	0.42 0	\$22.08 N/A	\$5.55 N/A	\$22,428 N/A
Fleet/Driver - FT - FT	0.42 0	\$16.20 N/A	\$5.81 N/A	\$18,231 N/A	Fleet/Driver - FT - FT	0.42 0	\$16.20 N/A	\$5.81 N/A	\$18,231 N/A
Operations Support - FT - FT	0.5 0.5	\$37.77 \$37.34	\$7.34 \$7.19	\$33,105 \$26,827	Operations Support - FT - FT	0.5 0.5	\$37.77 \$37.34	\$7.34 \$7.19	\$33,105 \$26,827
Safety Support - FT - FT	0.79 0.79	\$23.33 \$23.72	\$6.47 \$6.75	\$43,953 \$20,618	Safety Support - FT - FT	0.79 0.79	\$23.33 \$23.72	\$6.47 \$6.75	\$43,953 \$20,618
Maintenance Support - FT - FT	0.79 0.79	\$35.93 \$32.84	\$7.14 \$7.24	\$27,237 \$24,573	Maintenance Support - FT - FT	0.79 0.79	\$35.93 \$32.84	\$7.14 \$7.24	\$27,237 \$24,573
GM					GM				
Payroll Taxes				\$14,684	Payroll Taxes				\$14,684
Total Wages and Benefits Costs				\$292,292	Total Wages and Benefits Costs				\$292,292

**Section 10 Required Forms - Form 6**  
**Fixed Route Wages and Benefits**

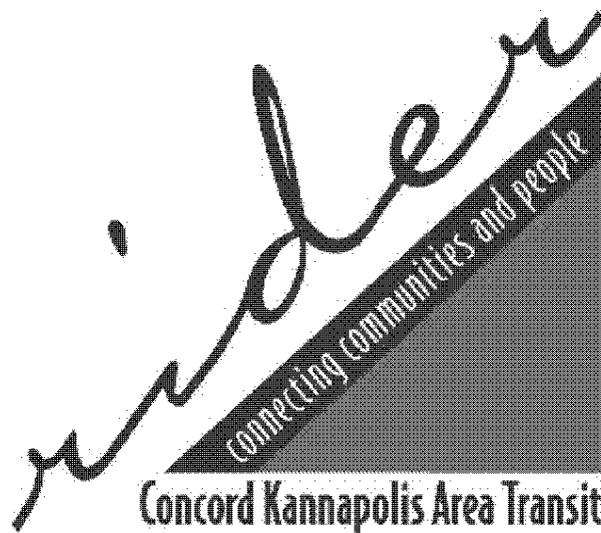
Positions	#	Wages (per hour)	Benefits (per hour)	Total Annual Cost
<b>Deletion</b>				
- FT	15	\$17.85	\$5.37	\$19,681
- FT	11	\$17.65	\$1.40	\$23,132
<b>Road/Street Supervisor</b>				
- FT	5	\$19.89	\$0.32	\$142,623
- FT	D	N/A	N/A	N/A
<b>Dispatch</b>				
- FT	2	\$16.89	\$6.22	\$95,089
- FT	C	N/A	N/A	N/A
<b>Reservational Scheduler</b>				
- FT	0	N/A	N/A	N/A
- FT	0	N/A	N/A	N/A
<b>Mechanic</b>				
- FT	1.58	\$22.29	\$6.80	\$37,672
- FT	0	N/A	N/A	N/A
<b>Pump/Checker</b>				
- FT	1.58	\$16.52	\$9.00	\$87,806
- FT	0	N/A	N/A	N/A
<b>Operations Support</b>				
- FT	0.5	\$36.32	\$7.58	\$33,858
<b>Safety Support</b>				
- FT	0.5	\$22.15	\$7.42	\$27,207
<b>HR Coordinator</b>				
- FT	0.79	\$33.25	\$6.80	\$345,060
<b>Maintenance Support</b>				
- FT	0.78	\$34.03	\$0.34	\$163,438
- FT	0.78	\$36.53	\$22.65	\$586,742
<b>Paid Taxes</b>				
				\$118,240
<b>Total Wages and Benefits Costs</b>				\$1,879,029

**Section 10 Required Forms - Form 6**  
**ADA Paratransit Wages and Benefits**

Positions	#	Wages (per hour)	Benefits (per hour)	Total Annual Cost
<b>Operators</b>				
- FT	2	\$13.46	\$4.66	\$92,384
- FT	D	N/A	N/A	N/A
<b>Road/Street Supervisor</b>				
- FT	0	N/A	N/A	N/A
- FT	0	N/A	N/A	N/A
<b>Dispatch</b>				
- FT	0	N/A	N/A	N/A
- FT	0	N/A	N/A	N/A
<b>Reservational Scheduler</b>				
- FT	1	\$14.34	\$6.50	\$20,719
- FT	0	N/A	N/A	N/A
<b>Mechanic</b>				
- FT	0.42	\$22.50	\$6.80	\$22,544
- FT	0	N/A	N/A	N/A
<b>Pump/Checker</b>				
- FT	0.42	\$16.62	\$8.00	\$17,633
- FT	0	N/A	N/A	N/A
<b>Operations Support</b>				
- FT	0.5	\$26.32	\$7.58	\$33,859
<b>Safety Support</b>				
- FT	0.5	\$22.16	\$7.42	\$27,207
<b>HR Coordinator</b>				
- FT	0.21	\$35.25	\$6.80	\$11,821
<b>Maintenance Support</b>				
- FT	0.21	\$34.04	\$0.34	\$16,517
- FT	0.21	\$36.65	\$22.65	\$22,716
<b>Paid Taxes</b>				
				\$14,893
<b>Total Wages and Benefits Costs</b>				\$281,546

**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:

DATE	EVENT
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 Paratransit 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 Paratransit 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 Paratransit 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 Paratransit</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.O 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:

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

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

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

### 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

### 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
--------------------	--------	------	----------

\_\_\_\_\_  
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
-

## 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**

<b>FIXED ROUTE - ESTIMATED REVENUE HOURS</b>		
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
<b>Total Daily Revenue Hours:</b>	105 Weekday Revenue Hours 84 Saturday Revenue Hours 84 Sunday Revenue Hours	
<b>Total Weekly:</b>	609-693 Weekly Revenue Hours	
<b>Annual Hours:</b>	31,143-35,511 Annual Estimated Revenue Hours	
<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>		

<b>ADA PARATRANSIT - ESTIMATED REVENUE HOURS</b>		
ADA Paratransit (2 LTVs)	Weekday/Sat./Sun	30/24/24 Revenue Hours
<b>Total Weekly:</b>	198 Weekly Revenue Hours	
<b>Annual Hours:</b>	8,898-10,146 Annual Estimated Revenue Hours	
<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

<b>Facility &amp; Maintenance Costs</b>	<b>Year 1</b>
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>	Year 1
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>



April 5, 2016

Concord Kannapolis Area Transit  
Mr. L.J. Weslowski  
Transit Manager  
3600 South Ridge Avenue  
Concord, NC 28025

**Subject: BAFO - Rider Fixed Route and ADA Paratransit Services**

Dear Mr. Weslowski,

Thank you for the opportunity to meet with you and the selection committee, and to submit Transdev's Best and Final Offer (BAFO) as requested by Concord Kannapolis Area Transit to provide Contracted Fixed Route and ADA Paratransit Services for the City. We are confident that Transdev remains the right choice for the Rider System. Our approach provides substantial operational efficiencies at a fair price while offering the highest service quality, ensuring that Concord Kannapolis area employees are treated fairly and Rider passengers receive the safe, high quality transportation they deserve.

The details of the price adjustments reflected in the BAFO are detailed below:

**1. Fuel Tank**

We have removed all fuel tank cost associated with the paratransit vehicles.

**2. Fixed Route Operations Incentives - \$3,000.00 per year**

Upon review, we have allocated \$3,000.00 per year for a 10 year total of \$30,000.00 for Fixed Route Operations Incentives.

**3. Fixed Route Local Involvement - \$7,000.00 per year**

Upon review, we have allocated \$7,000.00 per year for a 10 year total of \$70,000.00 for Fixed Route Local Involvement.

**4. Paratransit Service Hour Adjustment**



Upon analyzing the six months of paratransit data provide by the City, it appears the actual annual revenue hours currently being provided for paratransit service are approximately 4,064. Based on this information and our desire to provide the City with the most accurate costs associated with providing the same level of paratransit services, we have adjusted our price proposal to reflect costs associated with providing 4, 064 hours of service.

Recognizing that the operation of Paratransit is a new endeavor for the City, Transdev is proposing that we operate the service on the City's behalf on a **cost only** basis for six months with a not-to-exceed price of \$75.25 per revenue hour with Sunday service and \$74. 38 per revenue hour without Sunday service (as reflected in our price proposal).

This allows Transdev and the City the appropriate time necessary to optimize service performance and accumulate essential data that can be utilized to develop a fair and reasonable price model while utilizing the same overhead and margin percent currently reflected in our proposal for all years of contract.

#### *5. Reduction of one Reservationist (Call Taker)*

Upon review of the new Paratransit data provided by the City, we have reduced the number of Reservationist from two to one for the Paratransit Services. This change is reflected in our BAFO price proposal.

#### *6. Fixed Route Parts Price Adjustment*

Upon review, we reduced costs in Years 1–9, while increasing them in 10 to account for the inadvertent exclusion of major component costs in that year.

#### *7. Fixed Rate Insurance Rate Adjustment – \$1,166,759; Without Sunday Model: \$1,133,609*

Upon review, we adjusted the Insurance cost throughout the 10 years of the contract and this reduced our insurance pricing by \$59,570.00.

#### *8. Incumbent Operators Wages, Seniority – Retention of current wage and seniority for Operators*

Incumbent operators will retain their 2016 current wage and seniority upon successful transition to Transdev. In regards to vacation, First Transit is responsible for paying accrued vacation earned by operators while in their employment. However, we do recognize seniority



so if someone earned 3 weeks per year under First Transit, they will earn that under Transdev as well, but will start at a zero balance.

**9. *Optional – Health Insurance Contribution increased from 75/25 to 80/20***

As you requested, we have considered “If Transdev were to make any improvement to the proposed health benefit packages submitted for the Rider employees what might that be?” Transdev would recommend increasing the Employer contribution from 75% (CBA current contribution level) to 80%. This would result in an annual price increase of \$37,199.00 per year for the Sunday Model or an increase of \$34,692.00 per year for the Without Sunday Model.

**10. *Optional – Elimination of Performance Bond Requirement***

Recognizing that the City is familiar with Transdev and the fact that we have never failed a contract nor had a performance bond exercised in our 100+ years of providing transportation services, we would request that the City considers the removal of the Performance Bond requirement. This would result in a total saving to the City of \$150,344 for the Sunday Model or a savings of \$141,657 for the Without Sunday Model.

Should you have any additional questions, or need more information, please contact Dick Alexander, Senior Vice President of Business Development, at (513) 545-3565, dick.alexander@transdev.com or 513.325.0225 or Tina Lainhart, Vice President of Business Development, at 513.805.2504 or tina.lainhart@transdev.com at your convenience.

We stand by our commitment to provide the Rider Transit System with world class maintenance, safety and training, as well as relevant technologies and an experienced, motivated management team at a price that is fair to the citizens of Concord. We remain hopeful that we will be selected to work with the City for many years to come in the provision of these important transportation services.

Sincerely,

Richard M. Alexander  
Senior Vice President, Business Development



PROPOSAL TO PROVIDE

# Fixed Route (Rider) and ADA Paratransit Services for the Concord Kannapolis Area

## TECHNICAL

2015



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# Cover Letter

Cover Letter



# Cover Letter

December 15, 2015

LJ Weslowski  
Transit Manager  
Rider Transit Center  
3600 South Ridge Avenue  
Concord, NC 28025

**RE: RFP – Solicitation of the Contract Provider for the Concord Kannapolis Transit System (Rider)**

Dear Mr. Weslowski,

Transdev Services Inc. proudly offers our proposal to provide contracted fixed route and ADA paratransit transportation services for the Concord Kannapolis Transit System (Rider). We have thoroughly reviewed the RFP and addenda and know that we have the experience and expertise to provide the deliverables on time and within your budget. You will find that our proposal is complete and responsive to all of the City's requirements, with additional innovative ideas to help operate more effectively allowing for greater overall customer satisfaction and performance.

Transdev has 150 years of operating experience and relationships with clients that span decades. We are a pioneer in the creation and development of public-private operating partnerships in the transportation sector and a committed leader in the race against climate change.

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. As Transdev's authorized representative for the purposes of this proposal, I affirm that our proposal shall remain valid for a period of not less than 120 days from the date of submittal. We hereby also acknowledge receipt of all addenda issued by the City of Concord.

Please contact me should you have any questions about our proposal. I can be reached at [dick.alexander@transdev.com](mailto:dick.alexander@transdev.com) or 513.325.0225. You may also contact Vice President of Business Development Tina Lainhart at 513.805.2504 or [tina.lainhart@transdev.com](mailto:tina.lainhart@transdev.com).

Sincerely,



Richard M. Alexander  
Senior Vice President, Business Development

# Company Portfolio / Annual Report



# Company Portfolio / Annual Report

Please see separate sealed envelope.

# Affidavit



Affidavit

# Affidavit

The following statement from Transdev is to confirm this proposal is genuine, not sham or collusive, nor made in the interest of any person not therein named; that Transdev has not directly or indirectly induced or solicited any other Service Provider to submit a sham proposal or to refrain from proposing; and that Transdev has not in any manner sought by collusion to secure for ourselves an advantage over any other Service Provider.

# Executive Summary



Executive Summary

# Executive Summary

Transdev is proud to present this proposal for the successful operation and maintenance of fixed-route (Rider) and ADA Paratransit services for the City of Concord. Outlined below is our general management philosophy which includes a summary of the services we will provide.

Transdev is a global leader in passenger transportation with an exemplary track record of both safety and innovation.

Every year, more than 400 million passengers travel safely and efficiently on our buses and trains in the U.S. alone. We have hundreds of private industry leading specialized business procedures in place – as well as systems, programs, initiatives, technology, and software – to ensure that we deliver safe, efficient, high-quality, customer-focused service.

In this industry, it is difficult to find a service provider so focused on all aspects of passenger transportation as Transdev. While many of our competitors are focused on providing the lowest cost, minimal support, and minimal oversight services, we are still dedicated to providing high-value customer services that benefit our contracting agencies, our riding customers and the communities we serve.

Our success is due to the fact that we are committed to providing the services we offer in our proposals, and we respect the work of our employees and consider them valuable members of our team and part of our success. We also provide advanced technologies with the goal of improving our service efficiency and effectiveness. In the contract transportation industry's apparent "race to the bottom," Transdev is the choice for agencies that still care to offer top quality services.

## Our People and Our Culture

Transit is a people business. People that deliver great service, high-performance operations and results that clients need. Recruiting, retaining and developing great people are at the heart of what we do and what we care about. We are dedicated to creating a culture where people at all levels can contribute their best, continually learn and grow, solve challenges together, and feel valued and appreciated.

This is how we will operate the local fixed route and ADA paratransit services. We believe our employee-first approach results in Transdev being the preferred employer with the lowest turnover rate in our management ranks and among supervisory personnel. Reducing turnover is critical in keeping the system as safe as possible. Our research shows that contracts with a higher retention rate statistically have fewer accidents than those with greater part-time percentages or higher turnover.

## Our Promises

Uncompromising **Safety**

Excellent Operating **Performance**

Rigorous **Fleet Maintenance**

Superior **Customer Experience**

High-Performance **Culture**

**Quality and Value** for Your Money

Transdev employees are dedicated to taking customers to work, school, medical appointments, shopping and entertainment, and doing so in the safest, most efficient and reliable way possible. We are passionate about improving public transportation in this country, and about helping you and other clients achieve their vision for mobility in their communities.

## Our Offer

Transdev's goal is the same as Rider's, world class transportation service. By partner with us, Rider gets a world leader in operating and managing public and private transportation systems and an experienced organization committed to providing the highest quality transportation service with the experience and expertise that you require.

Rider, like other major transit systems in the U.S., is experiencing unparalleled challenges – growing ridership and, at the same time, rising operating costs as operating funds for transit are stretched. We know that Rider is seeking a partner who will operate the service within the stated service parameters and who will work collaboratively with Rider to continue to improve the efficiency and quality of the service.

Transdev understands Rider's challenges, but to us, they are *opportunities*. *Our goal is to help you continue to improve the quality of service and control costs* so that Rider's services can be a showcase for fixed route service in North Carolina and across the country.

### ***Our Vision:***

**To provide safe, efficient, and innovative transportation solutions.**

### ***Our Mission:***

**To improve public transportation, enhance quality of life in cities, and combat global warming.**

### ***Our Values:***

**Together, we care about customers, employees and the planet.**

## Our Program for Rider

Our program for Rider has been designed to reach this goal. We propose the following:

- **Experienced Leadership Team** – We know that there is no quality of service without a strong and dedicated team of professionals. Acknowledging that a number of the Key Managers were original members of the Transdev local Concord team, it is our intention, with the City's approval, to offer continued employment to these experienced individuals in their presently held positions. As a contingency, we are proposing a management team that has more than 100 years of combined transit management experience.
- **Regional and Corporate Support Team** - Region Vice President Derrick Breun and our Regional Directors of Safety, Maintenance and Human Resources will ensure contract compliance and client satisfaction by making sure the local team and Concord have the support and resources needed to be successful.

- **Uncompromising Safety** - Our leadership team will work closely with each and every one of our employees to institute a strong safety culture. Our proposal includes a comprehensive safety plan and programs.
- **Retention and Development of the Current Workforce** - The importance of retention cannot be overstated. Transdev invests corporate resources in these programs because we know that Operator retention results in significant benefits. Safety and Operator retention are intertwined. Transdev is committed to hiring all qualified employees including Operators, Dispatchers and Customer Service Representatives, as well as Technicians and Utility Workers. Proper training will be provided to all levels of staff to ensure a seamless transition.
- **Comprehensive Training Programs** – A properly trained employee is one that operates safely and reliably. We believe the City of Concord will see our commitment to training in our programs that are geared to help employees learn, grow and advance.
- **Comprehensive Maintenance Plan** - Transdev has developed a strong maintenance plan using expertise from around the country. Our proposed maintenance plan is highly successful and has been implemented at nearly all of our locations and has yielded multiple benefits for clients, including reduced overall vehicle maintenance costs, and increased shop productivity.
  - Our vehicle maintenance plan has been developed based on our experience maintaining nearly 12,000 vehicles and supported by Transdev's Maintenance Management Information Software (MMIS).
- **Comprehensive Customer Service Program** - Feedback from our customers is paramount in driving the way we improve the service we provide. We will deliver safe and reliable transit service to our customers. We will also ensure that all customer complaints are treated with thoroughness and resolved promptly.
- **Comprehensive Quality Assurance Program** -To facilitate staying on budget and focused on Rider's performance objectives; this program provides the ability to review our performance in real-time through web-enabled access to Transdev's performance reporting for maintenance and on-time performance.
- **Investment in Employees** - Transdev has a broad range of initiatives focused on Operators being friendly, helpful and professional in addressing customers, providing information and managing customers who are frustrated with some aspect of our service. Our proposal is a comprehensive package that involves the combination of wages, benefits, and employee-driven incentive programs, including:
  - Performance Bonuses
  - Employee of the Month
  - Employee of the Year –Million Miler
  - DRIVE Safety Program
  - TOP Performance Challenge

- **Vehicle Maintenance and Cleanliness** – We promise that every bus will leave the facility ready for a full day of service. These buses will be clean and safe, helping our Operators provide excellent service to our customers.
- **Value-Added Services** – Our proposals include several value-added services including Transdev Vision software/database.

## Operations and Maintenance Facility

Transdev is proposing to operate the fixed route and paratransit services from the current operating facility located at 2030 Wilshire Court. Upon award of the contract Transdev will execute a 5 year with 5 one year option lease with the property owner. Upon receiving the Notification to Proceed, temporary transition office space will be secured for local management and the transition staff to conduct all necessary duties.

## Technology to Improve Performance

### Mobile Tools & Tablets

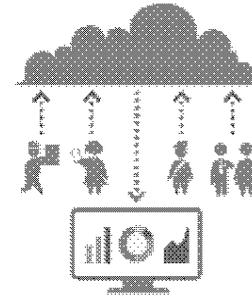
We have developed a suite of mobile applications for tablet computers and smartphones that are improving our responsiveness and performance management. Managers and supervisors get real-time data on their tablets and smartphones that enable them to monitor our service performance, collaborate, access information, and deal with any issues more quickly & effectively.



- All Supervisors will be equipped with Vision tablets to help them support vehicle Operators. Our Vision tablets will allow for communications through instant messaging and e-mail, and will store information that will be available at our Supervisors' fingertips, such as policies, processes and rules. Our Vision tablet is a virtual location storing all of the information required for Supervisors to perform their duties in an effective manner.
- The homepage of the tablet will be configured to show the Transdev Vision dashboard, showing real time on-time performance and allowing the Supervisor to determine which Operators may be running late.
- The dashboard will also indicate which Operators may be missing trips based on Vision's predictive analysis of time and distance, and will allow Supervisors to respond or adjust as necessary.
- Finally, the GPS mapping and predictive OTP screen will help to identify issues, such as lost Operators, unusual traffic conditions, and other events that impact routine service delivery and allow the supervisor to respond to incidents or direct Operators to avoid many of these issues. Tablets will be assigned to Supervisors and will be mounted in Supervisor vehicles.

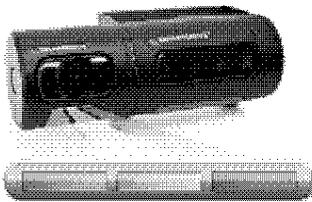
## TOM – Transdev Operational Management

This robust cloud-based system and master database integrates Key Performance Indicators (KPIs) from all our systems and locations into a single dashboard that is used company-wide. This enables us to monitor our quality and performance in real time (hourly, daily, weekly) for safety, on-time performance, labor utilization, maintenance costs, efficiency ratios and more.



### Using SmartDrive to Prevent Accidents and Maximize Fuel Usage

Transdev has partnered with SmartDrive to provide real-time tracking of safety incidents. This system is currently installed in over 2,000 Transdev-operated vehicles, and has resulted in a reduction in accident frequency of over 27% among all Transdev services.



### Fuel Efficiency and Savings

One of the biggest areas that the City of Concord Kannapolis's partner can provide is savings as a result of fuel efficiency. Transdev can do so by utilizing SmartDrive technology. One of the major benefits of SmartDrive is how it monitors fuel-wasting behaviors.

Unlike DriveCam, the SmartDrive system connects directly with the engine's computer, allowing it to recognize quick accelerations or quick braking as it happens. These events are unsafe and waste fuel. Along with that, the integrated GPS system allows managers to track idling, another fuel-wasting practice that can raise costs exponentially.

### WebRisk

Our company-wide safety system is used to monitor our safety performance on a daily basis and to record details of all incidents. WebRisk ensures compliance by tracking training, certifications, CDL licenses, drug and alcohol testing and alerts managers as expiration dates approach.

## Looking to the Future

As the service provider for the City of Concord from 2004 through 2012 Rider is no stranger to Transdev. We understand that continued improvement in Rider services quality for the Concord Kannapolis area is critical. Transdev understand the challenges facing Rider and we believe we can help to tailor the service to best serve the citizens of Concord and Kannapolis and the surrounding service area.

- **We will provide road supervision coverage during all hours of service.** This, in turn, will decrease response times to incidents; increase our visibility with customers and improve reporting.
- **We will develop a detailed maintenance strategy tailored to the fleet for the term of the new contract.** This strategy addresses both the fixed route fleet and the new ADA paratransit vehicles that will enter service.

- **We will provide supervisory staff at the Transit Center.** We understand the importance of having a presence at the Transit Center and will provide supervisory staff onsite during all hours of revenue service operation to assist customers and address any safety and/or security issues that may arise.

On July 1, 2016, Rider can be confident that your transit operations will continue to run well and that the transition to the new contract with Transdev will be so seamless as to be undetectable to your passengers.

# Background, Experience & Project Approach



# Background, Experience, and Project Approach

## 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.***

<b>Official Name</b>	Transdev Services, Inc.
<b>Address</b>	720 E. Butterfield Road Suite 300 Lombard, IL 60148 P: 630-571-7070 F: 630-571-6454
<b>State of Incorporation</b>	Maryland 12/5/1986
<b>Subcontractors or Joint Venture Partners</b>	None

## 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.***

Transdev will not be utilizing any subcontractors to provide more than 15 percent of the services.

## 7.3 Proposal Response Items

### 7.3.1 Qualifications of Proposing Firm

***a. Explain the general character of work performed by your firm.***

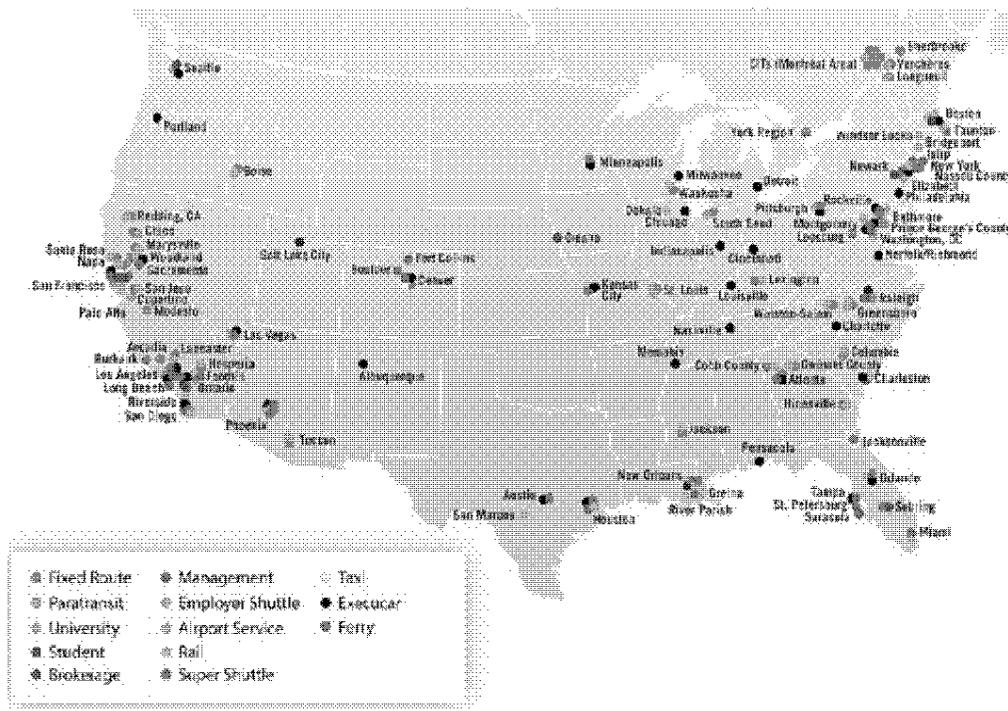
Transdev is a Maryland corporation with more than 100 years of experience in North America, delivering virtually every type of ground transportation services, including conventional fixed-route, paratransit, BRT, student transportation, university and airport shuttle, commuter rail, light rail, streetcar, taxicab and limousine service with over 18,000

employees operating over 12,000 vehicles for contracts in more than 200 locations across the U.S.

We are truly dedicated to delivering our customers a superior riding experience that meets and exceeds transit agency requirements. Our impressive record of long-term partnerships with cities has resulted in our contract renewal rate of 100% in 2014 – the best in the industry.

**Our contract renewal rate of 100% in 2014 – the best in the industry**

Our experience spans a broad range of contract structures. These extend from traditional operations and maintenance contracts to management contracts that include functions traditionally performed by the public transit agency. For example, we have Public Private Operating Partnerships in two U.S. locations, Nassau County, NY and New Orleans LA, which include planning, scheduling marketing, purchasing, vehicle acquisition, grants management, customer service, communications, facility management and revenue-sharing features. As a result, we operate in a manner that fundamentally understands your needs and expectations and can provide expert technical support to your endeavors.



Our North American corporate headquarters is in Lombard, IL, a western suburb of Chicago. We have satellite offices in Washington, DC; Phoenix, AZ and Montreal, Quebec as well as experts in all key disciplines located across North America.

## Local Experience

Transdev has a strong local presence in the North Carolina area and surrounding region. Transdev provides transportation services to the City of Raleigh, Greensboro and Winston-Salem. In addition to neighboring systems in Knoxville TN, Cobb County GA, Greater Atlanta Regional Transit, Gwinnet County, GA, Savannah GA, Charleston, SC and Columbia SC.



Managing some of these contracts for over 20 years has provided Transdev with extensive experience in working with both the FTA and the NCDOT. We are familiar with all state laws and policies regarding maintenance, service and reporting.

***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.***

Transdev Key Facts:

- Operates in 21 countries and has 95,000 employees
- Operates bus, rail, light rail, shuttle, and ferry businesses
- Contracts with 5,000 transit agencies and authorities
- Provides 3.3 billion passenger trips per year
- Total revenues of \$10 billion
- 48,000 vehicles operated and maintained

Transdev is the world's largest and best-known operator of passenger transportation. Created from the merger in 2012 of Veolia Transportation and Transdev, Transdev is committed to being the long-lasting partner of government agencies through the unparalleled financial backing of triple AAA rated Caisse Des Depots and Veolia Environnement. Globally, Transdev has 5,000 contracts in 21 countries with 95,000 employees operating bus, rail, light rail, shuttle, and ferry businesses. Our 48,000 vehicles provide 3.3 billion passenger trips per year. With an annual budget of more than \$1.4 billion and a net positive value of more than \$2.5 million for each of the past three years, Transdev’s financial strength and stability are unparalleled. We have the financial stability and experience to serve Rider throughout the term of the contract and beyond.

## Experience

Every major national firm providing contracted fixed route and paratransit services can boast of having a resume that supports its efforts to serve Rider. What distinguishes one from the other is not only the list of clients it can claim but also the type of company

Rider will be partnering with. A good partner must have something to offer more than its experience. A good partner must have a vision and the organizational depth to support its commitments, share the same values as Rider and be a contributor to the project, community, and city.

What makes Transdev unique is our multi-modal expertise, our track record of innovation in passenger information and customer service, and our skill in delivering efficient and cost effective operations to clients. We are known as a private sector operator with a public service heart. In fact, the mission statement of our majority shareholder, Caisse des Depot is to invest in projects that improve the sustainability of communities. Further, Transdev is a pioneer in the creation and development of public-private partnerships in the transportation sector and a committed leader in the race against climate change. We have become the global benchmark in sustainable mobility.

### Regional Presence

Transdev has a strong local presence in North Carolina and throughout the Southeast. In addition to our previous work with the City of Concord, Transdev also provides transportation services to Raleigh, Greensboro and Winston-Salem. In addition, Regional Vice President Derrick Breun oversees neighboring systems in Georgia including Cobb County, Atlanta, and Gwinnet County, and in Charleston, SC and Columbia SC as well.

Throughout the 20 years that Transdev has operated in North Carolina, we have acquired extensive experience in working with NCDOT and the FTA. We are familiar with all state laws and policies regarding maintenance, service and reporting.

The following is a list of Transdev's clients for which we provide fixed route and paratransit services:

Client Name	City	State	Zip Code	Services Provided	Transdev Client Since
Antelope Valley Transit Authority	Lancaster	CA	93534	Fixed Route, Commuter	2006
Antelope Valley Transit Authority	Lancaster	CA	93534	Brokerage	2014
Baltimore Charm City Connector	Baltimore	MD	21202	Fixed Route	2009
Baltimore City Health Department	Baltimore	MD	21202	Paratransit	1994
Baltimore County Health Department	Baltimore	MD	21212	Paratransit	
Baltimore College Town Network	Baltimore	MD	21212	Fixed Route	2010
Barnes Jewish Hospital	St. Louis	MO	63110	Fixed Route; Employer Shuttle	1997
Boston Public School System	Boston	MA	02108	Student Transportation	2013
Butte Regional Transit	Chico	CA	95928	Fixed Route; Paratransit	1987
Capital Area Transit	Raleigh	NC	27601	Fixed Route; Paratransit	1998
Central Midlands Regional Transit Authority	Columbia	SC	29201	Fixed Route; Paratransit	2002
Charleston Area Regional Transit Authority	Charleston	SC	29403	Fixed Route; Paratransit	1999
City of Phoenix Aviation Department	Phoenix	AZ	85034	Airport Service	1989
City of Phoenix Public Transit Department	Phoenix	AZ	85003	Fixed Route	1972
City of Tucson	Tucson	AZ	85726	Fixed Route; Paratransit	1999
Cobb County Dept. of Transportation	Marietta	GA	30060	Fixed Route; Paratransit, Commuter	2000
DeSoto County Board of County Commissioners	Arcadia	FL	34266	Brokerage	1997
Denver Regional Transportation District	Denver	CO	80202	Fixed Route	2005
East Bay Brokerage	Oakland	CA	94612	Brokerage; Paratransit	1995
Essex County, New Jersey	Verona	NJ	07044	Paratransit	2014

Client Name	City	State	Zip Code	Services Provided	Transdev Client Since
Florida Commission for the Transportation Disadvantaged	Tallahassee	FL	32399	Brokerage	1997
Foothill Transit	West Covina	CA	91790	Fixed Route, BRT	2014
Georgia Regional Transit Authority	Atlanta	GA	30303	Fixed Route, Commuter Service	2007
Greater Attleboro Taunton RTA	Taunton	MA	02780	Fixed Route; Paratransit	2004
Greater Bridgeport Transit Authority	Bridgeport	CT	06610	Paratransit	1999
Greensboro Transit Authority	Greensboro	NC	27401	Fixed Route; Paratransit	1999
Gwinnett County Transit	Lawrenceville	GA	30045	Fixed Route; Paratransit, Commuter	2006
Jefferson Transit	Gretna	LA	70053	Fixed Route; Paratransit	1949
Kansas City Area Transportation Authority	Kansas City	MO	64108	Brokerage, Paratransit	2008
King County Department of Transportation - Access	Seattle	WA	98104	Paratransit	1996
Lexington Transit Authority	Lexington	KY	40506	Fixed Route; Paratransit	2003
Liberty County Transit	Hinesville	GA	31313	Fixed Route	2010
Los Angeles County Metropolitan Transportation	Los Angeles	CA	90012	Fixed Route	2008
Los Angeles Dept. of Trans.-Mid City Dash (1,2 &6)	Los Angeles	CA	90012	Fixed Route	2006
Loudoun County Transit	Leesburg	VA	20176	Commuter	2005
Maryland Transit Administration	Baltimore	MD	21215	Paratransit	1988
Modesto Area Express	Modesto	CA	95353	Fixed Route, Paratransit	2012
Napa County Transp. & Planning Agency	Napa	CA	94559	Fixed Route; Paratransit	2008
Nassau Inter-County Express	Mineola	NY	11501	Fixed Route; Paratransit	2012
Nebraska Department of Health & Human Services	Lincoln	NE	68509	Brokerage, Medicaid Transportation	2014
New Jersey Transit	Newark	NJ	07105	Fixed Route	2006
New Orleans Regional Transit Authority	New Orleans	LA	70119	Fixed Route; Commuter Service;	2008
Northern Illinois University	DeKalb	IL	60115	Fixed Route; University Service	1971
Port Authority of Allegheny County	Pittsburgh	PA	15222	Brokerage; Paratransit	1979
Prince George's County Transit	Largo	MD	20774	Fixed Route	2001
Redding Area Bus Authority	Redding	CA	96001	Fixed Route; Paratransit	1997
Regional Transit Commission of Southern Nevada	Las Vegas	NV	89106	Paratransit	2014
River Parishes Transit Authority	Gray	LA	70359	Paratransit	2009
Riverside Transit Agency	Riverside	CA	92517	Paratransit	2014
San Diego Metropolitan Transit System	San Diego	CA	92101	Fixed Route	1992
San Francisco Municipal Transportation Agency	San Francisco	CA	94103	Brokerage	2000
San Francisco Municipal Transportation Agency	San Francisco	CA	94103	Paratransit	2014
San Jose Airport	San Jose	CA	95110	Fixed Route, Airport Shuttle	2000
Sonoma County Transit	Santa Rosa	CA	95407	Fixed Route; Paratransit	1989
St. Louis University Hospital	St. Louis	MO	63110	Fixed Route; Employer Shuttle	2003
Stanford University	Palo Alto	CA	94305	Fixed Route; University Service	2009
Texas State University	San Marcos	TX	78666	Fixed Route, University Service	2014
Union County Dept. of Human Services	Elizabeth	NJ	07207	Paratransit	2000
University of Central Florida	Orlando	FL	32816	Fixed Route, University Service	2014
Valley Regional Transit	Meridian	ID	83642	Fixed Route; Paratransit	2005
Victor Valley Transit Authority	Hesperia	CA	92345	Fixed Route; Paratransit	1998
Washington Metropolitan Area Transportation Authority	Washington	DC	20001	Paratransit	2013
Washington University	St. Louis	MO	63130	Fixed Route; University Service	2006
Waukesha Metro Transit Commission	Waukesha	WI	53188	Fixed Route; Paratransit	2000
Winston-Salem Transit Authority	Winston-Salem	NC	27101	Fixed Route; Paratransit	1972
Yolo County Transportation District	Woodland	CA	95776	Fixed Route; Paratransit, Commuter	2006
York Region Transit	Richmond Hill	ON	L4B4N7	Fixed Route	2005
Yuba Sutter Transit Authority	Marysville	CA	95901	Commuter Service; Fixed Route; Paratransit	1998

***c. Describe the performance standards your firm has established for its contract operations.***

Uncompromising safety is the standard that all of our operational performance efforts adhere to. To ensure that we deliver safe and timely service to all of our clients, Transdev tracks a wide range of key metrics and data through Smart Drive cameras in vehicles, maintenance records, and Automatic Vehicle Location systems.

At the completion of the service day it is critical to know not only what was performed but also how well it was performed. Our approach to meeting performance standards includes measuring operations and maintenance activities through a specific organizational structure supported by a system of Key Performance Indicators (KPI). Responsibility and accountability for the KPI's reside with the key senior project staff. Transdev corporate staff is used as third party auditors to ensure compliance with the contract.

**Managing On-time Performance**

On-time performance is listed by customers as the most important performance-related factor in fixed-route and paratransit service. Challenging the on-time operation of buses are traffic conditions, vehicle breakdowns, weather, schedule accuracy and Operator availability. The challenges of running on-time necessitate a management team who is attentive to performance and performance trends, in addition to the commitment by management; on-time performance depends on the quality and training of Supervisory and Dispatch staff. Improving performance takes an effort on three fronts:

- Road Supervisors and Dispatchers must monitor Operators for their ability to keep a schedule, and when they cannot, to provide training, counseling or discipline as appropriate.
- Operators must diligently report when they are in behind schedule. Operators must believe the Supervisors are there to assist them with problems or help solve problems. The constant flow of information allows Supervisors to develop contingencies and offer assistance.
- The scheduling process must be realistic. It is the responsibility of our management team to work to identify challenges to on-time performance and to offer solutions on how service can be improved.

Transdev generates a monthly operations report for the purpose of trend analysis. This enables improvements or problems in service quality to be spotted quickly. Transdev management can then assess these trends and adjust the systems and procedures as needed. The data from the monthly operations report is shared with our employees to raise awareness of current contract performance along with reminding everyone of Transdev's goals and objectives.

This process starts with the creation of indicators. We identified two levels of indicators:

- Internal indicators, which help run the daily operation, responding to problems with corrective measures as necessary.

- External indicators, our primary tool in communicating our performance to Rider staff and the Rider Transit Commission.

Our KPI program has become a key management tool used by all of our managers to constantly evaluate their service. Because the General Manager is evaluating information on a daily basis, he can get to the root of a prospective problem before it manifests itself into a larger issue. In this way, problem performance trends are quickly identified and addressed.

Our Regional Vice President also reviews these trends; Rider has the assurance that there are an extra set of eyes looking at these KPIs. Moreover, because Regional Vice Presidents have the benefit of comparing KPI's with those from other Transdev operations in the region and corporate-wide; they can quickly identify aspects of the operations that are not comparing favorable with peer operations.

#### **Web Based KPI Reporting – Transdev Vision**

Transdev Vision provides real time data from the MDT system to monitor on time performance and other critical service criteria. This data can be very helpful to Rider Dispatchers to better monitor real-time performance and see, at a moment's notice, what the service on the street is doing. Transdev Vision is described in more detail below in section 7.4 .G.

#### ***d. How is the performance of your managers and other contract management personnel evaluated?***

##### **Performance of Managers**

Annually, all area managers from each Transdev property undergo a formal assessment of their performance against pre-established annual goals. Regional management monitors the performance of the property through the review of key performance indicators, many of these were mentioned in the previous section.

Apart from these quantitative measures, measures classified as qualitative are considered as well. These relate to client relations, attentiveness to contract delivery and compliance and personnel management techniques.

Combined, this set of quantitative and qualitative measures form the basis for the manager's annual review. In reality though, the regional management team is continually tuned in to the local manager's performance and oftentimes will, on an informal basis, counsel and advise the management team as required. Much of this input is further developed through regular contact with our client- customers.

#### ***e. What would be your initial response to a request by the client to remove the project manager?***

Our proposed General Manager (project manager) for this project, Scott McClellan, is a transportation industry veteran with 37 years of experience. He is a strong manager and a capable leader, able to assist the City with more than just timely and safe operation of transit services. We choose all of our General Manager's extremely carefully, and it is exceedingly rare for a client to request we remove a manager.

However, we pride ourselves on client satisfaction. We view all of our operations as partnerships, not just contracts. If a client believes that a change in leadership is necessary, we would carefully consider the request and evaluate our options to improve service, including replacing the General 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.***

**Equal Employment Opportunity**

Transdev North America, Inc. is an Equal Opportunity Employer, committed to creating and maintaining a qualified and diverse workforce. Transdev will afford equal employment opportunities to employees and applicants, and will not tolerate discrimination based on gender, race, sex, religion, color, creed, age, national origin, ancestry, marital status, citizenship status, veteran status, disability, sexual orientation or any other factor prohibited by applicable federal, state or local law.

This policy applies to all terms, conditions and privileges of employment including recruitment, employment, on-boarding, initial periods of employment, job assignments, training and development, working conditions, promotion, transfer, compensation, benefits, educational assistance, layoff and recall, social and recreation programs, termination and separation and other terms and conditions of employment.

**Policy Specifics**

Principal and direct responsibility for successful implementation of this policy in a uniform manner has been assigned to the Corporate Human Resources department. Within their respective area of responsibility, all managerial and supervisor personnel are accountable to ensure compliance with this policy.

Transdev Transportation practices that support this Equal employment Opportunity Policy include the following:

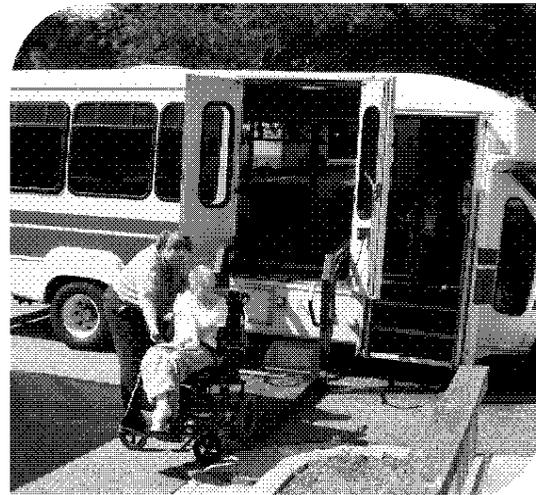
- Transdev Transportation displays posters regarding equal employment opportunity in areas highly visible to employees.
- All advertising for job applicants include the statement "Transdev Transportation is an Equal Opportunity Employer –M/F/D/V".
- Employees are required to report any apparent discrimination or harassment. Complaints are investigated immediately and handled as confidentially as possible.
- Transdev Transportation forbids retaliation against any individual who in good faith files a charge of discrimination, reports harassment or who assists, testifies, or participate in an equal employment proceeding.

***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:***

**Specialized Community Area Transit – Greensboro, NC**

Transdev serves as a turnkey provider for Greensboro Transit Authority (GTA) since 1999, operating the following service components: Specialized Community Area Transportation Service (SCAT) ADA service, fixed route, local service, College Connector for six colleges, and the Career Express.

SCAT Service is operated with a 40 diesel vehicle fleet and provides over 230,000 annual trips. Transdev’s responsibilities for the SCAT paratransit service include acceptance of trip requests, scheduling of trips using Trapeze, on-street operations, service dispatch and supervision, vehicle maintenance and all reporting.



One of the hallmarks of the SCAT system is our high level of on-time performance. The SCAT system routinely operates in excess of 95% on-time. This contract also demonstrates Transdev’s ability to accommodate additional demand while improving productivity and driving down costs.

**Client Information**

Name of contact	Libby James
Phone Number	336.373.2820
Address	320 E Friendly Ave., Greensboro, NC; 27401
Email	libby.james@greensboro-nc.gov

## Jefferson Transit – Gretna, LA

Transdev has been a partner with Jefferson Parish since 1949 to provide operations and maintenance service. Transdev has extended numerous services to the Parish beyond the initial scope of the contract which include.

- Transdev assisted the Parish with the \$1.18 award of a State of Good Repair Grant.
- Transdev assisted in the design and specifications of the new bus fleet at no additional cost.
- Transdev assisted the Parish in converting an aging \$3.2 Million facilities grant into buses.
- Transdev spearheaded the original effort in 2006 (Post Katrina) to create Legislative Section 7025. This language allows for transit systems to be funded at pre-Katrina levels, and allows for the utilization of capital funds for operations.



Additionally post-Katrina, Transdev donated \$1,000,000 to the Red Cross Clean-up effort from donations collected company wide. Just 27 days after the hurricane, Jefferson Parish had service back on the street.

### Client Information

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*Name of Contact:* Ryan Brown

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*Phone Number:* 504-364-3450

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*Address:* 21 Westbank Expressway, Gretna, LA 70053

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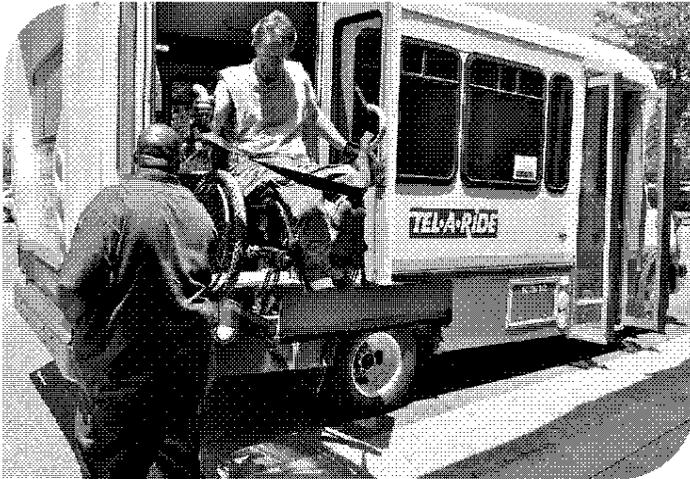
*Email:* rbrown@jeffparish.net

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**Charleston Area Regional Transportation Authority – Charleston, SC**

Transdev has partnered with the Charleston Area Regional Transit Authority (CARTA) since 1999 and operates a number of transit services, including fixed route, express, Paratransit, trolley, shuttle, and on demand services. CARTA's 214 employees provide just below five million passenger trips per year.

Transdev provides a full range of functions for CARTA, including: operations, maintenance, Tel-a-Ride Paratransit reservations, scheduling, dispatch, customer service, and ADA certification.



Our operational performance at CARTA has been strong, including 96 percent on-time performance for fixed route services. We are even more proud, however, of our strong maintenance efforts at CARTA which resulted in a perfect PMI record for 2009 through 2012 – 100 percent on-time. In addition, CARTA's maintenance Roadeo team recently took 1st place in the South Carolina state competition in 2012 and Dick

Fogel, Bus Operator received SCDOT Driver of the Year in 2012. Two Bus Operators were chosen for the Bus Ride Hall of fame for exceptional service and driving. In addition, our CARTA operation has one operator with over three million miles without an accident, 10 operators with over two million miles without an accident, and seven with over one million miles.

**Client Information**

Name of contact	Jeff Burns, Interim Executive Director
Phone Number	843.724.7195
Address	36 John Street, Charleston, SC 29403
E-mail:	jeff.burns@ridecarta.com

## Capital Area Transit – Raleigh, NC



Transdev has managed and operated fixed route local and commuter express services for Capital Area Transit (CAT) for over a decade, providing Transdev with a unique regional perspective. Our local staff actively participates in the planning for the regional transit system, implements each phase of the plan and collaborates with all the regional transit providers to work towards a fully integrated regional system.

Our 102 vehicle fleet of NOVA, Orion, Blue Bird and Gillig buses includes 90 fixed route buses and 12 commuter vehicles. The service provided over 4.9 million trips in 2009, which is an 11% increase from the previous year. The 145 CAT Operators and technicians are represented by the ATU.

Transdev utilizes a wide range of transit technology at CAT, including:

- Digital Recorders AVL (operational and web based)
- Talking bus
- Single point log-on connecting electronic farebox, destination signs, stop annunciation, and AVL.
- Real time passenger information signs
- On-board video/audio
- AVL capable laptop computers in supervisor cars.

During our tenure we have partnered with CAT on a number of technological advances. We have successfully managed the transition from a “manual” system to a system that is highly dependent on transit technology. Other successes at this location include our maintenance performance which consistently achieves 100% on-time PMIs and miles between roadcalls averaging almost 10,500.

### Client Information

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Name of Contact: David Eatman

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Telephone: 919.890.3448

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Address: 222 West Hargett Street, Suite 400, Raleigh, NC 27601

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Email: david.eatman@ci.raleigh.nc.us

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**Winston-Salem Transit Authority – Winston-Salem, NC**

WSTA provides over 3.1 million annual fixed route trips and 131,000 annual paratransit trips with an 80 vehicle fleet and a \$13 million operating budget.

**WSTA's Accomplishments**

- Received a Corporate/School Partnership award in both 2009 and 2010.
- Recognized by the Mayor's Council for Persons with Disabilities with its "Above and Beyond" Award.
- Received the Career Skills Program Award from the Salvation Army's Boys and Girls Club.
- Received a Corporate/School Partnership award in both 2009 and 2010.
- Recognized by the Mayor's Council for Persons with Disabilities with its "Above and Beyond" Award.
- Received the Career Skills Program Award from the Salvation Army's Boys and Girls Club.



**Cost Savings and Innovations**

- WSTA instituted a policy of exclusively procuring hybrid-electric vehicles. As a result, they have saved approximately \$140,000 in fuel costs since January 2010. Additionally, brake wear has increased from 23,000 miles to over 100,000 miles.

**Client Information**

Name of Contact:	Stan Polanis
Telephone:	336-747-6867
Address:	100 East 1 <sup>st</sup> Street, Winston-Salem, NC 27101
Email:	stanp@cityofws.org

***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).***

Client Name	Contact Person	Phone	Services Provided	Transdev Client Since	Contract End Date
Antelope Valley Transit Authority	Len Engel	(661) 729-2208	Brokerage	2014	2018
Baltimore College Town Network	Kristen McGuire	(410) 532-3036	Fixed Route	2010	2016
Boston Public School System	Carl Allen	(617) 635-6055	Student Transportation	2013	2023
Essex County, New Jersey	Reginald Douglas	(973) 395-8372	Paratransit	2014	2019
Foothill Transit	Kevin McDonald	(626) 931-7201	Fixed Route, BRT	2014	2016
Liberty County Transit	Billy Edwards	(912) 369-3303	Fixed Route	2010	2020
Modesto Area Express	Frederick Cavannah	(209) 577-5295	Fixed Route, Paratransit	2012	2017
Nassau Inter-County Express	Robert Walker	(516) 571-3140	Fixed Route, Paratransit	2012	2022
Nebraska Department of Health & Human Services	Courtney Miller	(402) 471-9530	Brokerage, Medicaid Transportation	2014	2019
Regional Transit Commission of Southern Nevada	MJ Maynard	(702) 676-1778	Paratransit	2014	2019
Riverside Transit Agency	Virginia Werly	(951) 565-5184	Paratransit	2014	2019
San Francisco Municipal Transportation Agency	Annette Williams	(415) 701-4485	Paratransit	2014	2016
Texas State University	Judi Nicholson	(512) 245-2521	Fixed Route, University Service	2014	2024
University of Central Florida	Anand Rampersad	(407) 823-1371	Fixed Route, University Service	2014	2020
Washington Metropolitan Area Transportation Authority	Christian Kent	(202) 962-2100	Paratransit	2013	2023

***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.***

Service Modes Provided	Contract Start Date	Contract End Date	Contact	Phone	Email
Fixed Route	11/1/2009	1/31/2012	Corrine Ralph	(213) 928-9749	corrine.ralph@lacity.org
Management Contract	3/1/2005	2/28/2012	Linda Broady-Meyers	(804) 643-7107	lbroadymyers@keolisransit.com
Management Contract	10/1/2004	3/31/2012	Robert McLaughlin	(850) 595-4900	
Management Contract	7/1/2008	6/30/2012	Albert Eby	(910) 202-2035	aeby@wavetransit.com
Paratransit	3/11/2006	6/30/2012	Jim Wright	(480) 287-5980	jwright@valleymetro.org
Airport Service	7/1/2006	6/30/2012	Alma Pena	(510) 563-3243	apena@portoakland.com
Fixed Route	7/1/2009	6/30/2012	L.J. Weslowski	(704) 920-6900	weslowlj@concordnc.gov
University Service	9/14/2006	9/15/2012	Deb Photiadis	(410) 328-9252	dphotiadis@umm.edu
Paratransit	6/1/2007	9/30/2012	Donnie Thompson	(801) 355-2800	dthompson@dart.org
Management Contract	10/1/2008	12/31/2012	Stephen O'Neil	(508) 791-2389	sonel@therta.com
Paratransit	7/1/2008	6/30/2013	John Davenport	(908) 238-9087	jdavenport@co.hunterdon.nj.us
Management Contract	7/1/1987	6/30/2014	Doran Barnes	(626) 967-2274	dbarnes@foothilltransit.org
Employee Shuttle	1997	2015	Rick Hubbard	(314) 577-5307	richard.hubbard@cardinalglennon.com
Management Contract	10/1/2009	9/30/2015	Bonnie Hopkins	(601) 960-1084	bhopkins@city.jackson.ms.us
Management Contract	10/1/1999	9/30/2015	John Leszczynski	(574) 259-9976	jel@troeygroup.com

***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).***

Year	Written Request	Physical Inspections	Fines
2015	6	2	Winston Salem
2014	2	1	Boise
2013	6	1	Raleigh
2012	3	1	Las Vegas
2011	13	3	Phoenix and OCTA

***k. Does your firm have established relationships with bus manufacturers and other suppliers to the public transit industry? If yes, please explain.***

**Industry Relationships**

As a Global company we have relationships with manufactures and suppliers in this industry. These relationship help us “pool” our buying power to purchase items are a lower cost.

**Transdev’s approach on Purchasing**

- We try to leverage our overall spending to the largest extent possible; across our contract, products and service are standard enough to be considered by several potential providers, and there are players in the industry capable of answering our needs company wide.
- On some projects we bundle our volumes with those of our sister companies, as they are very often purchasing similar goods and services, approximately two thirds of what we frequently purchase is also purchased by our sister companies.
- We then identify the person that is best suited to lead a contract negotiation on a specific market. Again the review of best project leaders is conducted with Transdev Water and Transdev Environmental Services. Not only does this allow us to designate the best leaders in the Group for each project, but it also significantly increases our productivity as we can address far more suppliers markets than what we could do on our own.
- The selected ‘Lead Buyer’ drivers a team effort to build one of several Master Agreements with vendors based on quality of products, required service levels, pricing, etc. In order to reach this objective the team is comprised of buyers, technical experts, users, to ensure that all the company’s requirements are covered in the RFP analysis and decision.
- We are not alone in the United States, neither are we globally. Our parent company handles a number of Group-wide negotiations, which is where we get the pricing from the Microsofts and Dells of this world. Again this is increased value (they leveraged the entire Transdev market worldwide) and productivity for us. This is the best response to the pattern of our expenses that is highly repetitive and usually in relatively small volumes for each individual purchase.

***l. How will your firm meet the proposed start date as indicated in Section 3.1?***

Transdev has ample experience starting transit services and has established a qualified leadership team for this project. If selected, our team is more than capable of meeting the startup timeline established 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.***

Transdev will fulfill all insurance requirements according to industry standards. See Form Four in the Required Forms section for a copy of our Certificate of Insurance.

***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?***

Transdev has never had a contract terminated by a client.

***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).***

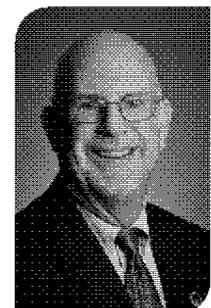
Transdev Services, Inc. contracts with transit authorities throughout the country. We have approximately 100 transit clients. We believe it is important that our client contracts address and anticipate the unexpected as much as possible. No one likes surprises and we have found that continuing communication is the best method of avoiding them. From time to time, and in a relatively small number of contracts, unanticipated issues do arise. When this happens, we address the issue with our transit partner in good faith. We look to resolve these situations with a solution that is fair to our client and our shareholders. We cannot provide a list of contracts that fits this situation because we don't track that information. We view our client relationship to be a matter of mutual trust and we resolve unanticipated events with the intent of preserving and strengthening the respect and trust we have developed with our clients.

**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.***

**General Manager – Scott McClellan**

We are pleased to propose Scott McClellan as General Manager (project manager) for this service. Scott is a transit industry veteran with 37 years of experience managing fixed route and paratransit operations. As General Manager, he will be fully dedicated to and responsible for this project; 100% of

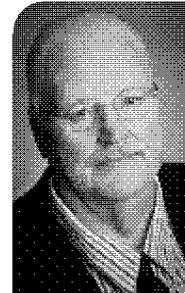


his time will be devoted to operations in Concord. A copy of Scott's resume is provided in the appendix section of this proposal.

***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.***

**Operations & Safety Manager – Al Davis**

Transdev is proposing Al Davis as Operations & Safety Manager for this service. Al is a transit industry veteran with 38 years of experience managing all operation services with nearly 2 million trips annually. As Operations & Safety Manager, he will be fully dedicated to and responsible for this project; 100% of his time will be devoted to operations in Concord. A copy of Al's resume is provided in the appendix section of this proposal.



***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.***

**Maintenance Manager – Tom Hoblin**

Tom Hoblin will be the Maintenance Manager for this service. Tom has 14 years of maintenance supervisory experience and is committed to being a leader in safety in the maintenance shop area. As Maintenance Manager, he will be fully dedicated to and responsible for this project; 100% of his time will be devoted to operations in Concord. A copy of Tom's resume is provided in the appendix section of this proposal.



***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.***

**Safety & Training Manager (Supervisor) – Don Chapman**

Transdev is proposing Don Chapman as the Safety & Training Manager (Supervisor) for this project. Don over 16 years of experience in the transit industry and specifically 15 years of experience handling safety and training programs. In this role, Don will be fully dedicated and responsible for this project; 100% of his time will be devoted to Safety and Training in Concord. A copy of Don's resume is provided in the appendix section of this proposal.

***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.***

**Data Reporting**

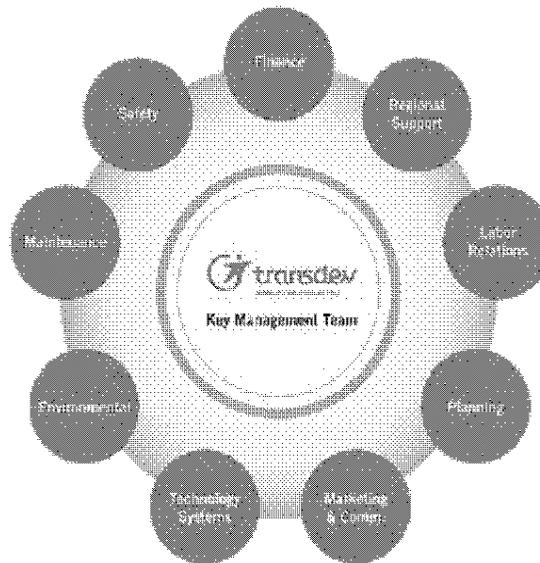
Scott McClellan, our General Manager, with the assistance of various staff, will be responsible for all data reporting to the City. Details in our data collection methods,

reporting requirements and relationship with reporting and the City is provided later in this proposal.

**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:**

**Corporate Support**

While it is the responsibility of General Manager to deliver the commitments of our contract, every good company requires a system of checks and balances to ensure accountability in meeting and exceeding the expectations of our customers and clients. Transdev has established an oversight and support group to ensure that the City’s expectations are met, our procedures are being followed, and overall performance is within the standards established by contract, law and Transdev.

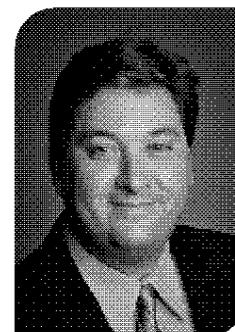


Transdev’s local project management team will benefit from the leadership and oversight of Regional Vice President Derrick Breun. He will ensure that Rider receives technical support and guidance from a host of experts in areas of human resource management, labor relations, safety and training, maintenance and fleet management, environmental compliance, and technology systems support.

**Regional Support**

**Region Vice President Derrick Breun**

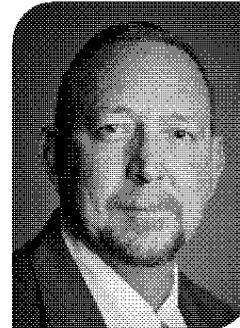
A 16-year transit veteran, Derrick has spent his entire transit career in the southeast including serving in senior management roles for the New Orleans Regional Transit Authority (NORTA), Louisiana Transit Company, Jefferson Transit, and River Parishes Transit Authority (RPTA). His experience and skill set includes paratransit and fixed route operations, safety, training, labor relations, ADA compliance, fare collection, call center operations. In addition, Derrick was instrumental in developing and implementing recovery plans for NORTA, RPTA, and Jefferson Parish to restore service and operations in the aftermath of Hurricane Katrina.



**For Rider:** Derrick will continue to provide assistance to the Transdev management team at Rider and he will be on-site periodically to work with our local team and Rider staff. Derrick will also help ensure our Rider staff members have the necessary resources to provide safe, reliable, efficient services for Rider and its passengers.

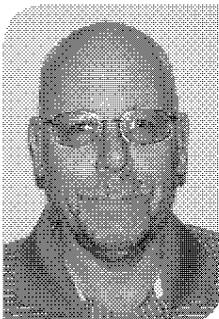
**Regional Director of Maintenance Mark Nicholson**

Mark Nicholson has had a long and distinguished career with Transdev and is currently the Regional Director of Maintenance for the South Central Region. Mark started his maintenance career in Dallas, was promoted to Maintenance Foreman and worked in Las Vegas in this capacity for several years. He also served as the Director of Maintenance for Transdev's Regional Public Transportation Authority (RPTA) in Mesa for two years. Mark's wealth of experience has been invaluable to Rider and to our local staff.



**For Rider:** Mark monitors and audits the work of the local maintenance department, both in person and through the review of the fleet work as documented in the RTA software and posted to our server. Mark ensures training programs and records are maintained; he also supports our maintenance function by providing expertise on problem solving, warranty advice and by accessing our national contacts with major vendors.

**Regional Director of Safety Ebbe Jensen**

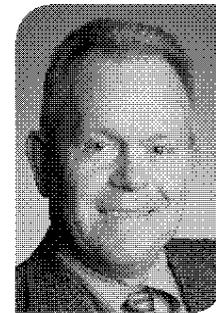


Ebbe is a 19-year transit veteran with extensive experience in safety, training, operations. He started his career as an Operator, working his way up through the ranks to serve as Dispatcher, Operations Supervisor, and Safety and Training Manager. Ebbe led the safety and training efforts for the Central Midlands Regional Transportation Authority where his advocacy and leadership were instrumental in building the safety culture in Columbia that is second to none. This is reflected the recent safety awards Columbia has received.

**For Rider:** Ebbe supports the efforts of our local Safety and Training staff. He ensures that all Operators' training meets Rider's and Transdev's rigorous standards. He also makes sure that the training is properly recorded and that these records are maintained. In addition, he reviews the records on a routine basis to make sure that no Operator is allowed to drive unless they meet all of Transdev's and Rider's requirements. Lastly, Ebbe is responsible for overseeing the investigation of all accidents; he assures that proper follow up is done and employee discipline is issued as required. He monitors the accident frequency rate and institutes corrective actions when trends occur.

**Regional Director of Human Resources Greg Wagoner**

Greg has served as a Human Resources Director for over 10 years and as a senior level Human Resources Manager for over 30 years. During his tenure in human resources, he has negotiated over 20 collective bargaining agreements, developed harassment prevention programs and done a complete overhaul of two human resources departments. As a senior member of the Human Resources team, he provides strategic and tactical human resources, employee relations and labor relations advice and counsel to Regional Vice Presidents, General Managers and employees. Greg has a M.A. in Human Resources from the University of Iowa.



**For Rider:** Greg will continue to help with recruitment in order to assure that there are sufficient applicants for openings. He reviews applicant credentials to guarantee that they meet all job requirements and assists in the recruitment process for management positions. Further, he reviews and monitors the employee wages and benefit packages making sure that they are applied uniformly and fairly. Finally, he assures that the location remains in compliance with all corporate, state and federal regulatory labor standards.

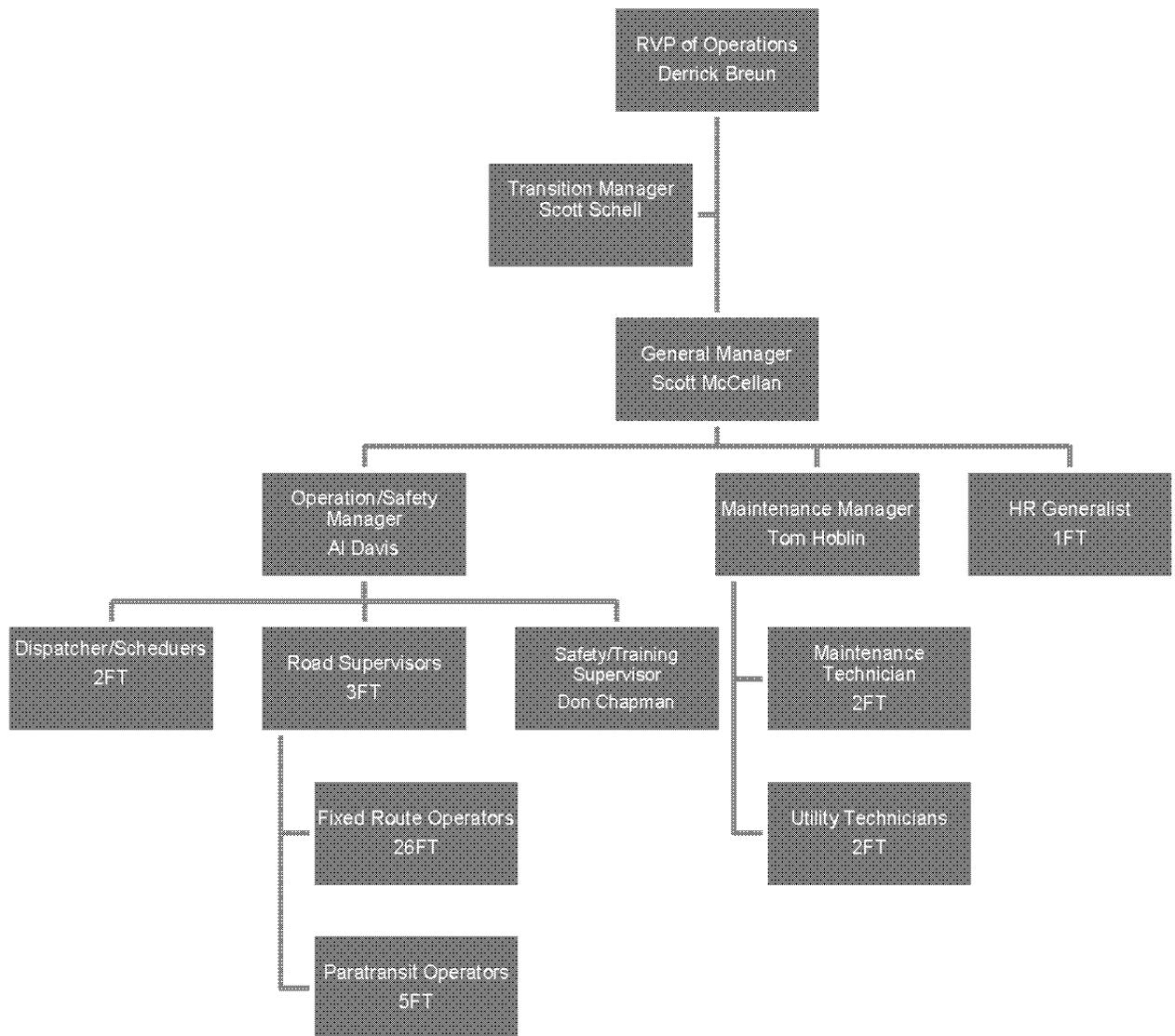
**Availability of Key Personnel**

Transdev’s key personnel for this project, including the General Manager, Operations & Safety Manager, Maintenance Manager and Safety Training Supervisor will be available to the extent proposed for the duration of the project; none of these key personnel will be removed or replaced without the prior written concurrence of the City.

Position	Full Time	Part Time	1st Year Hourly Wages	Commitment to Rider
General Manager	1	0	Confidential	100%
Operations/Safety Manager	1	0	Confidential	100%
Maintenance Manager	1	0	Confidential	100%
Safety/Training Supervisor	1	0	Confidential	100%
HR Generalist	1	0	\$19.65	100%
Dispatchers/Schedulers	2	0	\$15.96	100%
Road Supervisors	3	0	\$15.96	100%
Fixed Route Operators	26	0	\$15.15	100%
Paratransit Operators	5	0	\$11.26	100%
Customer Service / Reservations	2	0	\$12.00	100%

Position	Full Time	Part Time	1st Year Hourly Wages	Commitment to Rider
Mechanics	2	0	\$19.01	100%
Utility Technicians	1	0	\$13.96	100%

### Organizational Chart



***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.***

### **ASE Certification Plan**

For Transdev and Rider Transit, ASE certification is a way to ensure that only the most professional and highest quality maintenance practices are performed. Transdev incorporates the National Institute for Automotive Service Excellence (ASE) Certification Program into our maintenance training. ASE certification is designed to recognize high levels of skill and specialized knowledge. Transdev offers a wage incentive for ASE certifications.



In order to encourage participation in the ASE Certification Program, Transdev reimburses employees upon the successful completion of the ASE Medium/Heavy Certification Series (T2–T8) or the ASE Transit Van Technician Certification Series (H1–H10/L2) for their enrollment fee and any test fees for these certification exams.

To facilitate access to study materials prior to testing, we have established an e-Learning ASE Home Study Guide Virtual Library which includes PowerPoint presentations, manuals and practice exams and is available to Transdev maintenance employees. Materials are kept current by Transdev's corporate maintenance team who are diligent in updating and obtaining these materials.

Transdev considers the ASE certification series an essential element in ensuring that skilled Technicians are maintaining our vehicle fleets throughout the country. Moreover, we have found this program creates a strong desire for additional ongoing training, a positive outlook toward new technologies, and a path for additional responsibility and growth.

**We offer \$100 to our Technicians to earn each ASE Certification, for a total potential bonus of \$800 each year.**

To further encourage participation in this program, Transdev has established a bonus program for those individuals receiving certificates from ASE. We pay Technicians \$100 annually per ASE certification plus \$100 for Master Technician certification; a potential total of \$800 annually. This payment is designed to provide an incentive to our Technicians to keep their skill sets high. This program, combined with Transdev training and that offered by our vendors, provides the technical skills necessary to operate a modern transit shop.

Transdev recognizes the importance of creating a working environment where employees feel valued for their contribution.

We will continue to provide support and an encouraging environment to our maintenance staff so that they can maintain current ASE certifications and seek additional certification programs.

***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.***

The General Manager for this project, Scott McClellan, will be responsible for the hiring and training of bus Operators and maintenance personnel. The operations manager, Al Davis, will report directly to Scott, and will work with him to ensure we find, hire, and train quality candidates that meet the strict guidelines of our hiring criteria. Scott's resume is provided in the Appendix.

***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 startup plan and include the duties of each person.***

### **Corporate Resources**

While the daily management of service is a local team effort, transitions are efforts of an entire corporation. The quantity of tasks and the defined timeframe to complete them requires an "all hands on deck" effort. We are fortunate to have extensive experience in this area with each department well trained in knowing what needs to be done and how to get there. Key members of our corporate start-up team include the following task leaders.

- **Contract Negotiations - Regional Vice President Derrick Breun** – Derrick will be the point person with City's authorized to negotiate contractual issues and commit the company.
- **Safety – Vice President of Safety Shelly Hall and Regional Safety Director Michael Sheads** – Shelly and Michael will oversee and verify the establishment of all safety and training programs.
- **Maintenance – Vice President Technical Services Rudy Woodward and Regional Maintenance Director Mark Nicholson** – Rudy and Mark will be responsible for leading efforts in fleet transition inspection, inventory transition, technician onboarding, process and procedure implementation and mechanic training. They will draw upon numerous corporate resources and have extensive transition experience.
- **Employee Recruitment – Regional Human Resources Director Sheila Talley, Senior Vice President Human Resources Anita Skotnicki and Vice President of Benefits and Compensation DeeDee Hanc** – Anna, Anita and DeeDee will be responsible for overseeing the employee onboarding process. This includes recruitment, applicant interviews, background checks and drug screens, benefits program placement, uniforms and other activities related to the onboarding process. All three have extensive transition experience.
- **Labor Relations – Vice President Labor Relations Tom Hock** – Tom will lead our negotiations with the Teamsters union. Tom is a leader in our industry having negotiated over 350 agreements across the country.

- **Environmental Compliance – Environmental Project Manager Craig Bilderback** – Craig will conduct all environmental assessments required of the transition. Craig is part of our environmental compliance group.
- **Systems – Vice President of Business Technology Janet Davis and Director of Business Technology Christopher Bryan** – Janet and Christopher will be responsible for implementing the numerous IT systems Transdev will bring to the project. Their team will implement the Transdev Vision suite of products and train local personnel on their use.
- **Purchasing – Director of Purchasing Pam Tozzi Wood** – Pam will be responsible for initial inventory purchases, negotiations with the incumbent and establishing restocking levels.

### Proposed Levels of Effort

While we highlighted the leadership positions in the transition, the participants in the actual effort are far more extensive. We are providing a list of all Transdev staff we will involve, their area of expertise and whether they have participated in a transition before.

Area of Focus	Resource	Transition Experience
<b>Transition Management</b>	Scott Schell	Yes
<b>Safety</b>	Shelley Hall	Yes
	Michael Sheads	Yes
<b>Purchasing</b>	Pam Tozzi Wood	Yes
<b>Recruitment - Onboarding</b>	Sheila Talley	Yes
	Dee Dee Hanc	Yes
	Anita Skotnicki	Yes
<b>Benefits</b>	Marcie Meyer	Yes
	Melissa Foley	Yes
<b>Payroll</b>	Barb Ignarski	Yes
	Neal Hemenover	Yes
	Shane Barker	Yes
<b>IT Systems</b>	Marty Goheen	Yes
	Janet Davis	Yes
	Christopher Bryan	Yes

Area of Focus	Resource	Transition Experience
Labor	Tom Hock	Yes
Marketing & Customer Service	Mitun Seguin	Yes
Regulatory compliance	John Hoeft	Yes
Risk Management	Nancy Leeson	Yes
Legal	Larry Steffes	Yes

### Transition Schedule/Timeline

Transdev will utilize a transition schedule to document and manage every aspect of the mobilization process. This chart lists virtually every task which must be completed during the start-up, and allows for the entry of start and completion dates.

Transdev's transition plan and schedule is based on our receipt of a Notice to Proceed (NTP) on or about March 2016, as set forth in the RFP. This schedule is meant as a general outline of tasks to be completed and individual dates may shift as the transition process begins.

A copy of our Transition Schedule has been included on the following pages.

Transition/Implementation Chart

Task Area	8-Mar-16	11-Mar-16	18-Mar-16	25-Mar-16	1-Apr-16	8-Apr-16	15-Apr-16	22-Apr-16	29-Apr-16	6-May-16	13-May-16	20-May-16	27-May-16	3-Jun-16	10-Jun-16	17-Jun-16	24-Jun-16	1-Jul-16	
<b>Notice to Proceed</b>	Responsible Party																		
<b>Contractual</b>																			
Notice to Proceed	Regional Team																		
Contract Negotiations	Regional Team																		
Finalize and Sign Contract	Regional Team																		
Weekly progress meetings with staff	PM/Transition Mgr																		
<b>Recruiting &amp; Staffing</b>																			
General Manager (Project Manager)																			
Operations and Safety Manager on Site																			
Safety and Training Supervisor on Site																			
Maintenance Support Team On-Site	Region Maintenance																		
Recruitment Outreach to Existing Provider's Staff	GM/Regional HR																		
Recruitment Ads Placed in Various Media	GM/Regional HR																		
Recruitment Visits to Staffing Agencies, etc.	GM/Regional HR																		
Interview Supervisory Team Candidates	OSM																		
Interview Dispatch Team Candidates	OSM																		
Existing Drivers fired (Ongoing)	OSM																		
New Drivers Hired (Ongoing)	OSM/Regional HR																		
Utility Workers/Mechanics Hired	MM/Regional HR																		
DMV Checks	OSM/Regional HR																		
Criminal Background	OSM/Regional HR																		
Previous employment checks	OSM/Regional HR																		
Establish drug and alcohol testing location	OSM/Regional HR																		
Pre-employment drug testing and physicals	OSM/Regional HR																		
<b>Training &amp; Policy Development</b>																			
Prepare Training Plan and Materials	OSM																		
Prepare Policy Manuals & Employee Handbook	OSM																		
Train Operator Trainers	OSM, STS																		
Train Supervisors/Dispatchers	OSM, STS																		
Train Utility Staff	OSM, STS																		
New Fixed Route Operator Training	OSM, STS																		
New Paratransit Operator Training	OSM, STS																		
Incumbent Fixed Route Operator Training	OSM, STS																		
Incumbent Paratransit Operator Training	OSM, STS																		
<b>Operations and Administrative Procedures</b>																			
Finalize operating procedures & policies	GM/OSM																		
Analyze Historical Data to Develop schedules	REGION TEAM																		
Establish processes for data collection	GM/OTM																		



***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.***

No additional personnel will be required to serve this contact. Transdev corporate technical support will provide all the necessary specialized consultant work. The corporate support is part of Transdev's cost proposal.

***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.***

Transdev does not plan on entering into any joint ventures for this project.

***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.***

#### **Employee Relationship Building**

The success or failure of a transition is dependent on having enough well-trained employees ready for deployment with a positive attitude. The quality of service depends on how happy the employees are with their jobs. In Concord, our first activity will be to set up several "Meet Transdev" meet and greet sessions at a hotel meeting space close to the operations facility. The purpose of these sessions will be to put a face and a name to Transdev.

We will offer refreshments, provide videos and literature on Transdev, and have representatives of our local management team answer questions prospective employees may have about Transdev and our proposal.

More importantly, we will bring in Operators and Technicians from our other Transdev locations to participate in the sessions. These employees, all of who have experienced a transition in the recent past, provide a one-on-one exchange between employees who were in the same position of transitioning employers.

The honest discussion and answering the hard questions helps reduce employee anxiety over the changes to come and reassures employees that change can be good.

#### **It's All About Our Team – Employee Incentive Programs**

Transdev values its employees and their contribution to the overall service quality. We have several incentive programs we invest into our employees including the following:

➤ **Employee Safety Incentives** – Transdev has developed several employee safety incentive programs including DRIVE, The Million Miler Program, etc.

- **DRIVE** is an acronym for an initiative that is a component of Transdev’s overall suite of activities focused on improving our safety culture. The objective of DRIVE is to engage all of our employees in actively and relentlessly reducing unsafe practices and behaviors at their locations, and to improve what we refer to as the “Safety Culture Index” (SCI).



- **The Million Miler Program** is a formal safety award program created by Transdev for recognizing and honoring Operators who drive one million miles without a preventable accident; this equates to about 12 years of driving in heavy city traffic without a preventable accident! This is a truly remarkable accomplishment.



- **Recognition for Safe Operations** – “The Safety Café” is a corporate-designed program that works in conjunction with our local preventable accident-free record. Each time any location goes 90 or more days without a preventable accident, regional and corporate managerial staff will visit that location to cook a meal for all the employees. This offers our employees a chance to meet staff and executives from across Transdev. It also allows leadership a chance to meet local employees and congratulate them for an excellent, safe, job well done.

➤ **Employee Reliability Incentives** – We will recognize and reward employees who we can depend on. Specifically, employees who experience milestones with zero disciplinary notices; zero valid customer complaints, and perfect attendance will receive this incentive.

- **Team On-Time Performance (TOP) Challenge** - A new program, TOP or the “Team On-time Performance” Challenge rewards Operators for being safe and on-time, and regularly improving their performance with peer group competition. We have piloted this program on an urban fixed-route system and found that on-time performance improved by 13% on average across all routes. The program is simple. Operators are divided into teams; each week the top Operator Team is recognized for their performance and given gift cards. Each week the bottom Operators overall are identified and personally coached by assigned operations and training personnel. These teams compete against each other for Operator Team of the Month. The winning team will receive gift cards and their team name is placed on the TOP Challenge Plaque. Where necessary, corrective action is taken, including re-training and/or disciplinary action.



- **Attendance bonus** – Transdev will design and implement an employee attendance bonus program.

➤ **Other Employee negotiation or Incentives**

- **Mechanic ASE Certification Incentives** - Transdev encourages participation in the ASE Certification Program and reimburses employees for the successful completion, paying the enrollment fee and the test fees for these certification exams. We offer \$100 to our Technicians to earn each ASE Certification, for a total potential bonus of \$800 each year.
- **Employee of the Month and the Year** – Transdev will recognize a total of 12 employees throughout the year and one Employee of the Year. We have seen a great increase in employee engagement and participation throughout of the country. We will work with our team of employees to develop this custom program so that we provide them the opportunity to have their input in this program development.



**Retaining Employees & Minimizing Turnover**

Transdev understands that our employees are our most valued asset. To that end, we take every measure to ensure that we do not lose a good employee. We also understand that unforeseen events occur such as accidents and other family related events that causes our employees to leave the organization. Predicting turnover is difficult, but with the implementation of a strong compensation plan, an employee incentive plan such as DRIVE, an employee managed incentive program, and providing our employees the opportunity to grow within Transdev, we can reduce our overall turnover rate. As mentioned earlier, retention has a strong correlation to many of the element of the overall operational plan. We are confident that our approach and experience in dealing with Operator retention in many areas of the country will ensure our success in Concord.

***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.***

As one of the largest operators of transit service in the world, Transdev operates many contracts with union workforces. When labor issues do arise, Transdev's senior management team has demonstrated a proven record of reaching amicable settlements with union leadership. When we have had work stoppages, we have immediately enacted our strike contingency plans to resume service as quickly as possible.

**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.***

Transdev is committed to operate and maintain the Fixed Route and Paratransit services for Concord that is to begin July 1, 2016. We understand that we will be responsible for the complete operations, management, maintenance, and supervision needed to ensure employee and passenger safety, and to deliver world class transportation service

throughout the Concord Kannapolis Area. Listed below is a summary of the services as defined by the RFP that we will be responsible to perform:

- Identify and secure an operations and vehicle maintenance facility, approved by the City and within the Concord Kannapolis Area,
- To operate and maintenance a fleet provided by the City
- Operate 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;
- Providing drivers, maintenance, supervisory, and administrative personnel;
- Establishing all employment policies relative to personnel;
- Complying with established passenger complaint resolution procedures;
- Developing driver and employee training and testing programs;
- Developing administrative, customer service, safety and security procedures, performance statistics, and financial records for both Fixed Route and ADA Paratransit services;
- Facility upkeep and maintenance;
- Developing methods to maximize service efficiency and reliability;
- Providing vehicle maintenance;
- Accident and incident investigation activities and procedures;
- 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;
- Providing adequate required staffing levels at the Rider Transit Center;
- Maintaining busway and bus parking area at the Rider Transit Center;
- Executing data collection and gathering statistics as requested by the City;
- 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;
- Providing required insurance;
- Maintaining the financial integrity, record keeping, and security of the fare collection system including making deposits at a banking facility designated by the City;
- and any other reasonable services or tasks necessary to successfully operate service pursuant to the contract.

**b. Provide the location, address, size, and detailed description of all facilities that will be used in conjunction with the Service.**

**Facility**

Transdev is proposing to operate from the current operation facility located at 2030 Wilshire Court. Highlights of this facility include:

- 7,500 square foot building which includes:
- 2 large maintenance bays,
- Ample storage
- 6 offices
- A common room
- A training room



**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.**

Transdev will provide three support vehicle for this contract. This is in addition to the maintenance vehicle and LTVs provided by the city. The vehicles are:

- 1 Ford Focus – New Condition
- 1 Ford Fusion - New Condition
- 1 Ford F250 - Used Condition

**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.**

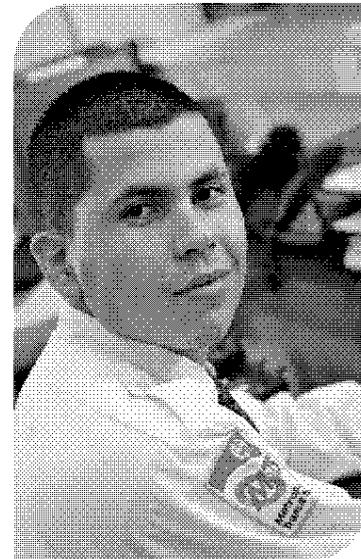
**Recruiting, Screening, and Hiring**

A major recruitment mistake many employers make is hiring to minimum qualifications rather than to a standard. Our philosophy is that if you hire to a minimum, you get the minimum. If you hire to a standard, you are able to hire to achieve customer sensitivity, positive attitude, personal commitment, safety consciousness, a team player and an employee who will be retained for many years. The standard we recruit to is really a standard that defines our corporate culture.

We achieve our standard through scientific methods such as verifiable recruitment screening tools and through our collective intuition which requires extensive personal interviews of new recruits by a diverse panel of interviewers that includes Human Resources and Operations staff. As a company we are defined by our people and therefore take recruitment very seriously.

Transdev strives to hire people who like people for the positions that require a great deal of contact with the public. We are constantly looking to find even better ways to assess a candidate's success. We have a proven company standard for hiring which is used at all our facilities.

For Rider services, we will use a seven-step screening and hiring process for Operators. This includes a written application, in-person interview, reference checks, motor vehicle records check, road test, drug test, and training. These steps are discussed in detail throughout this section.



### Step 1 - Applicant Screening

As noted, the employment selection process begins with defining the hiring requirements for a Transdev Operator. It is important to note that the same criteria apply to all maintenance positions as well; a summary of these standards is provided below:

- Must be able to read, write and speak English.
- A high school diploma, GED, or five years stable work history.
- Continuous possession of a valid Operator's license for a minimum of three years.
- No DWI/DUI or assault convictions indicated in a 10-year criminal history record.
- No felony, criminal convictions or convictions for assaults, crimes against children or vulnerable adults.
- Must be at least 21 years of age.
- Must possess or have the ability to attain a Commercial Driver's License as required by the State of North Carolina.
- Must have no moving violations within the past two years and no more than two moving violations in the past five years.
- Must be able to pass the DOT physical and pre-employment drug testing.



**Application** – All applicants are required to complete an on-line application, which details previous employment experience and education. The HR Generalist screens all

initial applicants and requests a written application from all applicants that successfully pass the initial screening. Qualified applicants will then be scheduled for interviews.

### **Step 2 - Interviewing**

In-person interviews are an important second step in Transdev's screening and hiring process. These interviews generally are conducted by a diverse interview panel. The purpose of the interview is to confirm objective employment information. We also ask a series of standardized questions designed to test the applicant's ability to comprehend and speak English. The questions are instructive problem solving questions designed to determine if an applicant can reason through instructions and construct a proper response. Our interviews are modeled after behavior-based interviewing techniques and assist us in making a good match between the applicant and our position. After completion of the interview, applicants are referred for a drug and alcohol test, and a physical exam.

### **Step 3 - Pre-Employment Drug and Alcohol Testing**

An important step in screening employees is the pre-employment drug and alcohol testing. Transdev complies with all Federal Transit Administration regulations regarding drug and alcohol testing as set forth in the Request for Proposal.

### **Step 4 - Criminal Background Check**

Transdev hires a third-party firm to conduct criminal background checks. The check includes both federal and state records for the previous 10 year period.

### **Step 5 - Driving Record Check**

An applicant's motor vehicle administration driving record is required at time of interview. Once hired, the Operator's motor vehicle administration driving record is reviewed periodically by in-house retrieval to ensure that the Operator's operating license is valid and to monitor driving violations. The records will be compared to the minimum acceptable standards established by



Rider and Transdev. When hired, Operators are enrolled in the Employer Pull Notice (EPN) Program which provides employers and regulatory agencies with a means of promoting driver safety through the ongoing review of driver records.

### **Step 6 - Reference Check**

An applicant's prior employers are contacted to determine the work history and employment attitudes of the individual to screen out those who may not be appropriate for a position which requires good driving skills and a helpful, friendly customer service attitude. All applicants are required to authorize Transdev to verify previous employment.

## Step 7 - Skills Testing / Training

The final skills test is part of the training process. It is during this process that a trainee is able to demonstrate their ability to comprehend training material and verbalize and write their response to specific questions and problems. Training will also verify an employee's proficiency in the English language.

During the course of training, Operators must be able to demonstrate:

- Ability to speak and comprehend English.
- Knowledge of the service area, routing and fares.
- Ability to safely operate a Rider vehicle on-time.
- A high level of customer care and service.
- Proficiency in all materials presented in training.
- Mastering the defensive driving program.
- Knowledge of the service area specifically - street numbering system, map reading, major trip generator locations, etc.
- Knowledge and ability to comply with all applicable DOT safety regulations.
- Understanding of accident and incident procedures and reports.
- Farebox procedures including logging on to the MDC, fares, coupon books, fare acceptance procedures for people with disabilities, etc.
- Proper radio use, procedures and requirements.
- Safely operating the vehicles, including, bus maneuvers, bus familiarization, and pre-trip inspections.
- Security awareness.
- Passenger sensitivity and assistance, lift procedures, and loading/ securing mobility devices
- Knowledge of ADA Regulations.



## Background Checks

As noted above, Transdev conducts thorough criminal and DMV background checks on all applicants as part of our hiring process. After a safety sensitive employee is hired, we utilize a nationwide shared database called WebRisk™ to monitor compliance with our employment requirements.

All safety-sensitive employees across the country, (e.g. Operators, Supervisors, etc.) are in this database, along with every type of permit that has an expiration date. For each

employee, this database includes vital permits and licenses such as commercial Operator's license dates, and DOT physical dates, dates for the Operator's annual road evaluation, annual motor vehicle records checks, and more.

When any employee's permits, licenses or evaluations approach an expiration date, an email alert is automatically sent to their Supervisor, per the following schedule:

- Sixty days before any expiration of any permit, license or evaluation, an automatic alert is sent via email to the Operations & Safety Manager.
- Thirty days prior to expiration, an alert is sent to the Operations & Safety Manager and the General Manager.

Within five days of expiration, the Operations/Safety Manager, General Manager and Regional Vice President are notified.

### **Operator Hiring Standards**

Our minimum standards for Operators are as follows:

- Must be able to read, write, and communicate effectively in English.
- Must be at least 21 years of age and have a driving record of at least three years.
- Must have a high school diploma or GED.
- Must have complete employment history.
- Must have a current Operator's license of the class required for the operation of the vehicle they are assigned to drive and must possess any and all other licenses, permits, and/or endorsements required by applicable federal, state, and local regulations.
- Must possess a current DMV Medical Examiners Certificate or be able to pass a DOT physical.
- Must have no homicide, manslaughter, or assault convictions associated with operations of a motor vehicle.
- Must have no moving violations within the past 36 months, including but not limited to: railroad crossing convictions; failure to stop at the scene of an accident; driving with a revoked license; possession of opened alcoholic container; or attempting to elude an officer.
- May not have more than one preventable at-fault accident within the past 36 months.
- Must be able to pass a DOT pre-employment drug screen in accordance with 49 CFR Part 655.

An applicant will not be denied employment solely on the grounds of a conviction for a criminal offense. The type of offense, the date and the relevance of the criminal conviction to the position applied will be considered in the employment decision. The following records of criminal convictions will be considered within the period permitted by applicable state law:

- Felonies and misdemeanors

- Drug possession or use
- Drug trafficking or manufacturing
- Crime of violence against another person(s)
- A pattern of illegal activities
- Sexual-related offense
- Any other conviction that may present a safety or security risk

Any background check or application that shows a conviction must be referred to and approved by the Regional Director of Human Resources before the applicant is hired.

In addition to these qualifications, Transdev will be looking for candidates who possess strong customer service skills, a desire to be part of our team, and preferably, individuals with prior transportation and/or public transit experience.

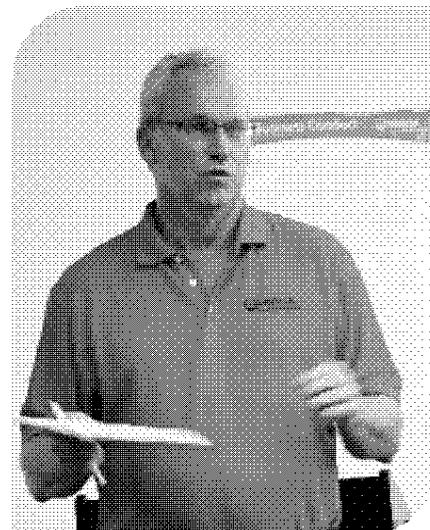
### Training

Transdev invests in training for all employees from Operators to Managers. Key elements of our training and development program include; cultivating the Transdev culture; encouraging employee development; training for World Class Safety; providing training which results in excellent customer care and operational performance; and, training for regulatory compliance.

Further, our training is focused on building consistency in practices. We train our employees to be professional and to perform their work the “Transdev Way”. We ensure that training is relevant and accessible to our employees and we rely on internal resources to do the majority of our training.

The expected results of our commitment to training are:

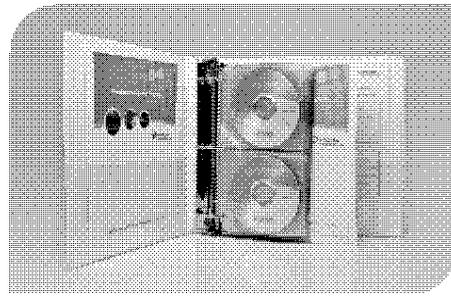
- Improved retention
- Job mobility
- Improved customer service



### Operator Development Program™ (ODP)

Once hired, it is impossible to overstate the critical role that training plays in developing and sustaining highly safety conscious vehicle Operators. That’s why we launched the Operator Development Program™ (ODP) for our Operators. Developed in a partnership with Avatar Systems, the industry-leader in training development, this powerful curriculum and behavioral approach teaches all the essential skills to enable Operators to do their job at the highest level of safety and competence.

ODP integrates classroom courses, closed-courses and behind-the-wheel training modules. This curriculum includes our unique Going for Care!™ customer service training representing the industry's most innovative program for positively affecting customer attitudes towards their service. We have modified our core training program to reflect the uniqueness of the Concord operating environment. Before the first class begins we have a document that is based on Transdev's core training program but reflects the unique operating conditions of your system.



Our Operator Development Program was designed to be adapted to include the training requirements of our clients. Facilitated by our well-trained Safety staff, the ODP classroom training uses 22 state-of-the-art DVDs that comprehensively train Operators in every aspect of safe driving.

Rather than lectures, these are participatory, engaging sessions that include extensive materials for trainers (discussion guides, facilitator's guides, etc.), a detailed instructor's manual and Operator workbooks for practice and comprehension. Quizzes and tests are used to document performance and learning, and there is a thorough final driving evaluation.

Some of the key topics in our ODP Operator training include:

- Intersections
- Following Distance
- Defensive Driving
- Emergency Procedures
- Vehicle Dynamics
- Pre and Post-Trip Inspections
- Fatigue Management
- Changing Lanes & Merging
- Railroad Crossings
- Basics of Backing Up
- Bus Stop Procedures
- Customer care and sensitivity
- Passenger Sensitivity Training
- Security Procedures
- Pedestrian and Bicyclist Safety
- Unlawful Harassment

The program also includes an important module on customer service, how we expect Operators to engage with passengers and be helpful, friendly, and professional. It also includes sensitivity training, which we developed in partnership with the National Safety Council for both Operators and Supervisors. We continually reinforce key concepts from our training programs in our regular safety meetings. We also establish Safety Committees to reinforce safety practices and solve issues.

The ODP curriculum includes an Operator workbook, DVDs and an Instructor's manual. It is integrated with the closed-course and behind the wheel training modules (described later in this section), with Trainers covering classroom materials in the morning and then Trainees putting their newly acquired knowledge and skills to work in the afternoon. The

program is extensive and is focused on providing new applicants with the skills they need to drive safely, follow procedures, and provide good customer service.

There are 33 performance standards and skills that Operators must meet. Our emphasis is on modeling sound behaviors, and there is extensive practice and coaching from skilled, dedicated Trainers. We also have a team of TSI (Transportation Safety Institute) Master Certified Safety Trainers, who are responsible to provide TSI certified courses throughout the organization.

### Detailed Operator Classroom Training

#### Hours Technical Training (Fixed Route: 40 Hours Paratransit: 22 Hours)

- **Introduction to the Vehicle** – This portion of the training introduces the equipment which the trainees will drive and overviews the major systems, including steering, electrical, air, brakes, power train, lift or ramp equipment, tie downs and radio equipment.
- **Vehicle Dynamics** – Next, our Operators are trained on how forces like kinetic energy, inertia, centrifugal force, gravity, and friction act on a vehicle in motion and on how to control the vehicle in light of these forces. This section addresses not only safety but also the customer service aspects of driving for passenger comfort and fuel economy. The topic of braking distance is also discussed in this section.
- **Radio and MDT Systems** – The training then concentrates on effective use of the on-board communication systems.

### Safe Driving

- **Defensive Driving** – This section of the course introduces Transdev's proprietary defensive driving course. The program focuses on four steps: 1) look ahead; 2) look around; 3) leave room; and 4) communicate. This program is designed to be taught in both the classroom and behind-the-wheel settings. These principles are taught to the Operators from their first day in training and continue to be taught and reinforced throughout their career with Transdev. Please note: Transdev's defensive driving training is comparable to the National Safety Council's program.
- **Fatigue Management** – This section of the training addresses the signs of fatigue, strategies for minimizing fatigue, and the steps which Operators should take when they are feeling fatigued.
- **Following Distance** – This portion of the training defines the safe amount of separation (following distance) which Operators should maintain between themselves and the vehicles in front of them in normal and hazardous driving conditions, including rain, sleet, ice and snow. This section also discusses the effects that restricted vision can have and how to adjust following distance to accommodate for restricted vision.

- **Changing Lanes** - Changing lanes is inevitable. Whether merging or passing, changing lanes creates hazardous situations that can cause accidents. This course introduces trainees to the techniques of safe merging and passing, and it also prepares trainees for engaging in these actions on the road.
- **Reference Points** – This section of training introduces the use of reference points as a means of knowing where the vehicle is relative to intersections, curbs and other objects which may be more difficult to see due to the size and length of the vehicle. This section also discusses the importance of proper mirror adjustment.
- **Intersections** - In this course, trainees learn how to safely approach and navigate through all types of intersections. They learn the common hazards that are present at intersections, and how to prevent intersection collisions.
- **Railroad Crossings** - Every year in the U.S. there are approximately 5,000 collisions between motorists and trains. The purpose of this course is to share some facts about trains and railroad crossings and a procedure for safely crossing at railroad crossings. This section also includes information on state-specific laws pertaining to the crossing of railroad crossings by vehicles.
- **Substance Abuse** – This segment of the training addresses Transdev's drug and alcohol testing program which is intended to comply with drug and alcohol testing requirements. This course identifies the types of prohibited substances, the circumstances under which employees are subject to testing, and the results of a positive test or of an employee's refusal to submit to a drug or alcohol test.
- **Emergency Procedures** – This course summarizes steps to be taken when there is an emergency in service. Topics covered include: how to safely park and secure the vehicle, evacuating the vehicle, cooperating with supervision and law enforcement, responding to media inquiries, collecting information from passengers, and documenting the emergency. Ensuring the Operator's personal safety is also covered in this module.



### Going for Care™ Training

Transdev recognizes that Rider customers can be people with disabilities. To ensure our Operators have knowledge and understanding of the wide range of abilities of riders and the best methods to interact with and assist them, Transdev includes a strong ADA and passenger assistance training program for Operators.



Transdev's Going for Care™ employee training and culture building program provides a toolkit designed especially for Operators to help them understand situations from the passenger's point of view, determine how best to provide customer service to the passenger and truly recognize the impact of their behaviors from a customer perspective. Principles of Going for Care™ include:

- Customers want to feel safe, valued, respected and heard.
- Operators and staff need to make the travel experience safe, respectful of customers' time, and pleasant and comfortable for customers.
- Operators must fully understand that they play an integral role in customer satisfaction and in how passengers perceive their trips with us.
- Our employees need to realize that not all passengers have the same needs and concerns.
- Our employees need to understand that how we respond to a situation can exasperate or calm a passenger, improve a situation or make it worse.
- Our employees are responsible to assess the situation from a customer's viewpoint, and then reassure or help them, so that the experience is a positive one, even if it did not start out that way. This program provides those skills.

We have seen dramatic results at the locations where Going for Care™ has been implemented. In Las Vegas, for example, our fixed route operations saw a 34% decrease in customer complaints within three months of implementing Going for Care.

### ADA Equipment Training

Instruction and coaching by our own Technicians will be given to all bus drivers. Training will be given on all ADA equipment including Wheelchair lifts and ramps. A record of instruction is kept on a unit-by-unit basis. In-house technical training includes:

- |   |                            |
|---|----------------------------|
| ➤ Preventive maintenance inspections    | ➤ CNG and gas engines      |
| ➤ Braking systems                       | ➤ Drivetrains              |
| ➤ HVAC                                  | ➤ Suspension/steering      |
| ➤ Basic and advanced electrical systems | ➤ Alternative fuel systems |
|   | ➤ Wheelchair lifts         |

### Behind-the-Wheel (BTW) Training

In total, each new fixed route operator trainee will spend at least 24 hours behind the wheel without passengers either on a closed course or on-street. Another 16 hours for fixed route operator trainee and 10 hours for paratransit operator trainee are spent "cadetting" or driving the bus with passengers in revenue service while shadowed by a preselected, trained and experienced Operator.

Behind-the-Wheel training begins on a closed course. Pre-driving and closed course training will be interspersed with classroom training so that trainees can acquire knowledge and skills in the classroom and then practice and hone their skills on the bus. Specific elements of this training will include the following: judgment stop; right and left side backing; diminishing



alley; offset alley; right turns; left turn one way to one way; parallel parking; customer stop; loading slip; railroad crossing; and drive through, back through serpentine.

Upon completing skill area maneuvers and obtaining a valid driver's license with proper endorsements, Trainees are taken onto the streets to become acclimated to more difficult maneuvers in increments determined by the Instructor. During this time, Instructors have the opportunity to quiz Trainees on operational policies and procedures and material covered in the classroom.

Trainees are tested frequently on their knowledge of operational policies and procedures. To graduate from the program, trainees must demonstrate mastery of all operational policies, procedures, safe and defensive driving and technical driving skills. Attitude of the trainee, in regard to courtesy and customer relations and specifically to sensitivity awareness, will also factor into each trainee's final evaluation.

### **Passenger Sensitivity Training**

Transdev recognizes that Riverside customers include seniors and people with disabilities. To ensure our Operators have knowledge and understanding of the wide range of abilities of riders and the best methods to interact with and assist them, Transdev includes a strong ADA and passenger assistance training program.

### **Training Documentation**

Transdev requires our Operations/Safety Manager to be responsible for maintaining proper documentation of the training received by each employee and the satisfactory completion of each module. The training log will be the source document used to record trainee attendance, hours of instruction and coursework completion.

As a demonstration of a trainee's proficiency, each module will be followed by a set of review questions summarizing the coursework. The road training will conclude with a test demonstrating the trainee's total knowledge of system rules and procedures. The tested elements include, but are not limited to: defensive driving techniques; passenger sensitivity; mobility device boarding and securement; paperwork and accident reporting; emergency procedures; radio procedures; pre- and post-trip inspections; general vehicle operations; ADA operating requirements; and fare structure and fare collection.



The Safety and Training Supervisor will ride with the trainee and evaluate their performance in every aspect of operations. The trainee will follow an Operator's fixed route or paratransit schedule to demonstrate their ability to both drive safely and follow instruction. A record of the final training evaluation will be maintained in the employee file.

## Retraining

Transdev provides a variety of training as required. The Transdev refresher training program operates on a number of levels. Some training is conducted to “raise the bar” of the overall quality of the team’s work. Additional training is also provided in response to a specific deficiency found in an employee’s work performance while other training is more routine in nature to maintain the skills of an employee.

The following chart identifies some typical triggers associated with re-training.

Retraining Triggers			
What	When	Where	Why
Variety of topics ranging from evacuation drills, security training, customer service and pre-trips	Four hours once a year	Facility	Routine skills enhancement training
Post-Accident Defensive Driving Refresher Training	Amount sufficient to understand the root cause of the accident and to avoid the accident in the future. Minimum of 4 hours.	Classroom and road work	Accident
Going for Green!™ Program Customer Service Training	Minimum of 2 hours	Classroom	Excessive customer complaints
Update of revised policies, procedures and detours. Defensive Driving review. Road Test	Minimum of 4 hours	Classroom and road work	Off work for >30 days
Update of revised policies, procedures and detours. Defensive Driving review. Road Test	Minimum of 16 hours	Classroom and road work	Off work >90 days

## Maintenance Technician Hiring Standards

The requirements for the hiring of the maintenance staff include the following:

- Continuous possession of a valid driver's license for the past three years. Must not have been convicted of more than two moving traffic violations arising out of a separate incident or involvement in more than two automobile accidents in

which it could be reasonably determined that the prospective Technician was at fault, within any 12-month period during the preceding 36 months.

- Automobile Service Excellence (ASE) certifications or a diploma from accredited schools or institutions for repairs on major components and systems for the revenue vehicles preferred. (This requirement applies to level A Technicians). Master Mechanic certification is highly desirable.
- No convictions, nor has served any sentence including probation or deferred adjudication for driving while intoxicated or under the influence of controlled substances within the preceding five years.
- Not have criminal charges pending for an offense for driving while intoxicated or under the influence of controlled substances or not have charges pending for offense which is a felony (no history of misdemeanor or any felony convictions.)
- Passing a drug screen from a certified lab.
- Knowledge of the service area in order to complete road calls in an efficient manner, if necessary.

### Training Program for Maintenance Personnel

One critical element will be to re-evaluate the current capabilities of the maintenance staff, and provide training that is consistent with our Maintenance employees, as well as the Maintenance Manager.

Our emphasis on training is consistent with our view of Maintenance as a high profile element of the Operations. Transdev has developed a maintenance training program that ensures our Technicians are equipped to diagnose and address every eventuality with precision, thereby ensuring the necessary PMI or repair is done right the first time and that a safe fleet of vehicles is available for operations.



Moreover, we have found this program creates a strong desire for additional ongoing training, a positive outlook toward new technologies, and a path for additional responsibility and growth.

The documented training program in our maintenance plan is continually updated and is essential to meeting the future service needs of this project.

Each new hire Technician will receive 60 hours of training and all Technicians will attend at least 40 hours of refresher training each year. Additionally, any new systems and equipment will be immediately incorporated into our training program. The majority of maintenance training is conducted hands-on under the direction of experienced Technicians, trainers or equipment suppliers. Transitioning maintenance employees will be tested to verify their capabilities, and training will be provided to raise their skills to the levels expected, up to the complete new hire level as necessary.

Transdev will provide regular instruction and coaching to our Technicians. A record of instruction is kept for each Technician, as well as on a unit-by-unit basis to ensure only trained Technicians are assigned to maintain and repair the equipment they are familiar with. Our technical training is provided by skilled Technicians or corporate staff and also is included in a virtual library accessible by our employees. Our e-Learning library includes the following topics:

- Advanced Electrical
- Air Brake Inspector
- Alternate Fuels
- ASE Additional Tests and Answers
- ASE PowerPoints
- ASE
- Basic Electrical
- Brake Retarder
- Brake Systems
- Crossfire PowerPoint
- Forklift
- Hazmat Storm Water 1
- Hazmat Storm Water 2
- HVAC
- Hybrid Drive
- Lock Out Tag Out
- Material Handling
- MSDS
- Multiplexing
- OSHA & DOT
- PMI
- Powertrain
- PPE
- Steer/Susp/PP and Syllabus
- Test Sheet
- Vehicle Inspection PowerPoint

### The Transdev E-Learning Center

On-going employee and provider training is offered through the Transdev E-Learning center. Transdev's Human Resources department believes blended learning is the best way to reach transit professionals across North America. We are committed to using technology to offer more training to our team members and transportation provider contractors.

At Transdev, we offer both custom and off the shelf E-Learning programs bringing safety, human resources, compliance, and even transit specific courses right to the desks of our employees. We utilize a dynamic E-Learning platform that can even allow our employees to take advantage of some of these products on the latest mobile devices, such as iPads and other tablets. We have made the move to allow technology to help us be more proactive and more productive for employees and contractors.



Unlike a traditional classroom environment, that can be rushed to complete a class, this learning technique focuses on understanding and skills development for each individual. Our e-Learning program includes the following features for managers, trainers and trainees to use:

- Individual Learning Accounts - Track the work and progress of each employee
- 24x7 Access to Training - Enables employees to learn at their own pace
- Rich multimedia Content - Enables the use of audio, video, text, images and animation to meet learning objectives
- Q&A Form - Each page enables users to ask questions of designated subject matter experts
- Time-on-Task - Measures Time on Task to complete each section
- Quizzes/Tests - A quiz measures the learners comprehension of the material presented
- Surveys - Ask users to rate: training relevance, system performance and presentation of material, or other questions
- Management Dashboard - Measures overall training compliance by employee or location
- Certification Management - Prints Certificates of Completion, maintains in file vault
- File Vault - Provides a single repository for the retention and reporting of learning records including quiz scores
- Alerts and Notifications - Supports Alerts and Notification according to business rules
- Accountability - Offers on-line reporting tools for documenting employee and contractor training accountability



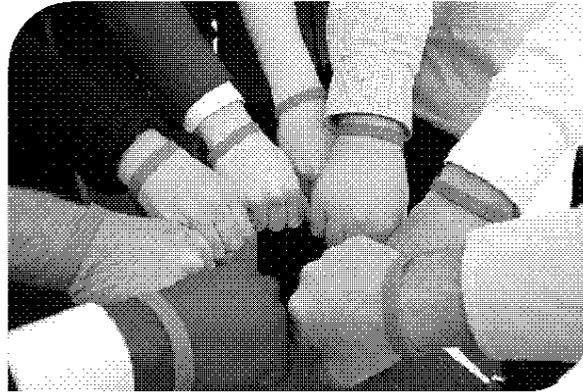
## Route Training

Once the Operator training is complete, every effort is made to consistently schedule drivers along the same routes daily to create continuity and familiarity with routes. Although every driver will be trained to operate every route on the system, scheduling drivers on a specific route consistently enables higher operational performance.

***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).***

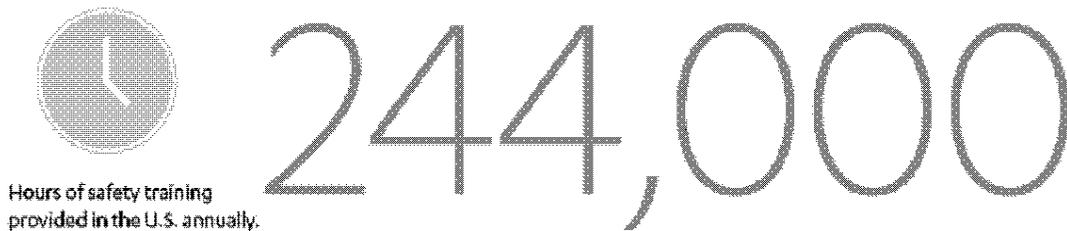
### **Safety Program**

At Transdev, safety is at the heart of all our actions. We strive at every moment to maintain a safe and secure workplace and riding experience. We are focused building a "safety first" attitude and embedding it in the minds and hearts of employees. From transporting our customers safely to properly maintaining and repairing vehicles, to ensuring secure facilities and protecting the environment, safety is paramount.



The foundation of our commitment to safety is embodied in our comprehensive Safety Policies and Procedures Manual. We have included a copy in the Appendix included with our proposal due to the relevance of the content and to demonstrate our commitment to safety as a core value of our business. We encourage your review of this document.

Transdev requires a safe working environment and if our policies and procedures are not followed, we enforce them and re-train an employee if necessary. A safe working environment is the right thing to do and as a company, Transdev has invested significant resources in training, employee development, incentive programs, and developing annual safety audits to ensure that we are accountable for our performance.



### **Operations Safety**

Operator training and safety is an ongoing process that reinforces our policies and procedures and provides a mechanism to update Operators on new policies, procedures, and/or regulations. This applies to all Rider Operators.

The essential elements of the Transdev Operations Safety Program are:

- Operator selection through an established process of screening, interviews, and testing.
- Using a proven training curriculum for new Operators.

- Assessing the skill and training needs of experienced Operators.
- Proactive, well-managed drug and alcohol testing programs.
- A quality assurance program to monitor Operator driving behavior and vehicle readiness and safety.
- Accident analysis and determining accident preventability.
- Operator retraining, as needed.

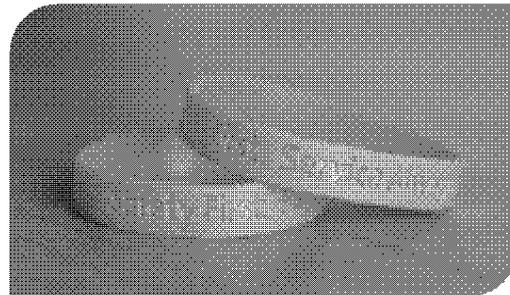
Initial background check, with background check renewals every four years.

### **Standards Enforcement**

Transdev's on-site management team at Rider will ensure that Supervisors regularly monitor Operator performance through road observations. All Operators are given road ride checks using standardized road/ride procedures. In addition, a ride check is performed following a complaint by a motorist or customer and after an accident, if associated with contributory driving.

### **Safety First, Service Always**

Another small measure Transdev has taken in keeping safety at the forefront of our employees' minds is the Safety First, Service Always bracelets that many of our Operators and maintenance Technicians wear. These simple rubber bands serve as a constant reminder to our employees that they should always take the extra time to accomplish a task safely. By giving our employees a small visual reminder about safety, we hope it keeps safety on people's minds and in their daily actions.



### **Regular Safety Meetings**

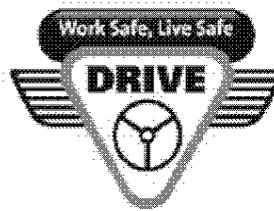
One of the most vital parts of operating safely is by keeping safety at the forefront of every employee's mind during their daily work. To ensure this, we hold regular safety meetings to discuss safety concerns with all employees, address specific issues, and provide a time for discussions regarding to all things "safety." These meetings are mandatory for all operations employees, with key messages and tight agendas.

It is during these safety meetings that awards for the safety recognition program are distributed, an important moment for showing employees that we are committed to recognizing people who are exemplary in their safety practices. These meetings also represent a vital time for management to maintain a two-way communication with employees, explain key new safety initiatives, and keep the safety discussion going at their location.

## DRIVE Safety Program

DRIVE is an incentive-based program that rewards safe driving and safe practices. Managed by employees, it helps our employees enhance their location's safety culture by focusing on the five base components:

- Dedication
- Requirements
- Instruction
- Values
- Equipment



Each letter of the acronym represents an area of program focus that works to more readily engage employees and achieve World Class Safety. All of the observations that DRIVE employee teams make are organized into these five categories.

The objective of DRIVE is to engage all of our employees in actively and relentlessly reducing unsafe practices and behaviors at their locations and to improve what we refer to as the "Safety Culture Index."

The Safety Culture Index (SCI) is a proprietary tool for measuring safety and is comprised of four metrics:

- Accident Frequency Ratio (AFR) – Measured as accidents per 100,000 miles operated
- Injury Frequency Ratio (IFR) – Measured as employee injuries per 200,000 employee hours worked
- Percentage of accidents resulting in bodily injuries
- Percentage of employee injuries resulting in a loss-time injury

The first two metrics quantify the number of accidents or injuries which occur, and the last two metrics quantify the percentage of accidents or injuries which are "severe." Many programs focus on the number of occurrences, but DRIVE seeks to reduce both the number and severity of incidents.

DRIVE also provides opportunities for employees and managers to meet regularly to discuss safety, share concerns, ask questions, and maintain a two-way dialogue in a forum where both employees and managers feel they are being heard. Safety is collaboration; DRIVE helps lay the foundation for that collaboration.

DRIVE also provides opportunities for employees and managers to meet regularly to discuss safety, share concerns, ask questions, and maintain a two-way dialogue in a forum where both employees and managers feel they are being heard. Safety is collaboration; DRIVE helps lay the foundation for that collaboration.

## How DRIVE Works

DRIVE is an employee-led, management-supported program designed to unlock the wisdom of our frontline staff while empowering them to take action. It is organized

around the premise that by engaging our front-line employees, including Operators, Mechanics, Service Workers, and office staff to identify and resolve even the most minor of safety issues, we can improve our safety culture.

The structure of the DRIVE program is simple, straight-forward and powerful: A team of between five and eight employees is established at the location. This team is comprised of employees from various departments and from all levels, from the front line to management.

### **Building the Drive Team**

The local DRIVE Team meets to identify up to 12 safety-related items or behaviors which will be monitored on at least a daily basis. Examples may include proper storage of hoses within the shop, cleanliness of the shop, behaviors which Operators use when parking vehicles on the lot, proper use of Personal Protective Equipment, etc.



### **DRIVE Report Card**

The Local DRIVE Team then creates a DRIVE Report Card that includes the items they have selected for monitoring. This form is developed from a standardized template, which is designed to answer one basic question for each of the selected items: "Is the monitored behavior safe or unsafe?" Once the DRIVE Report Card is created, each member of the DRIVE Team uses the DRIVE Report Card to monitor and document whether or not coworkers are performing the identified tasks in a safe or unsafe manner.

Other employees, who are not on the DRIVE Team, can also use the DRIVE Inspection Form to conduct and document inspections. For example, an Extraboard or Light Duty employee might be asked to take a form and "take a walk" to observe and document the items on the form. Employees conducting DRIVE inspections do not intervene during the tour; instead, they document and post their safety observations, using the simple DRIVE Report Card.

### **Collecting Results**

As DRIVE Report Cards are completed and collected, data from the observations is entered into a simple monitoring tool which is designed to create graphical representations of performance. Over time, these graphs are intended to show whether or not the location's overall behavior on the selected items is improving or not.

When a location's performance needs improvement in any area, the observation is entered into a simple monitoring tool which is designed to create graphical representations of performance. Over time, these graphs are intended to show whether or not the location's overall behavior on the selected items is improving or not.

## How DRIVE Rewards Employees

As stated earlier, DRIVE is intended to improve the location's Safety Culture Index (SCI). Transdev measures the SCI for each participating location, and when the SCI improves, Transdev provides money as a reward for the improvement. Each location can use this money for recognition items and/or to celebrate the success of the DRIVE effort. As is the case with the rest of the DRIVE program, all decisions are made at the local level, and the DRIVE Team is empowered to choose how its location will be rewarded. Examples can include barbecues, Transdev logo items, movie passes, gift cards or any other item—other than actual cash.



- In San Diego, the DRIVE team used the money they earned through DRIVE to host a company-wide picnic, volleyball tournament, and family day in a city park. (Plus, they had enough money left over to rent out a local amusement park for a family day just a short time later.)
- In Charleston, employees built a Wheel of Fortune-style prize wheel that gets spun once a day. Employees submit safety messages into a box and one message is selected each day to be the safety message of the day. The employee who submits the “winning” message of the day gets to spin the wheel for a prize. They also had a DRIVE barbeque, complete with a custom designed Family Feud game played by employees, in which all the questions focused on safety.
- Other locations have bought Nintendo Wii's for use in employee lounges—areas where participants can relax during downtime.

## How Transdev Supports DRIVE

Prior to the launch of the DRIVE program at a given location, its DRIVE Team receives in-person training from the Transdev corporate and regional staff members who oversee DRIVE. The DRIVE Team also receives the complete package of standardized forms, additional support materials, and a communications program. These tools are essential to ensure success.

## Where DRIVE Has Been Launched

Today, we have over 60 locations actively participating in DRIVE. Each location has embraced the program in its own individual way.

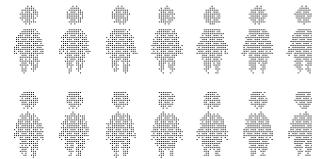


## Results of the DRIVE Programs

Data shows the program is working beyond expectations. DRIVE pilot locations showed a 17% reduction in incidents in the first year after launching the program, and data shows more promising results since then. Virtually every location where DRIVE has been launched has shown an improvement in its Safety Culture Index, and in several locations, the results have been dramatic. In one location, Charleston, SC, DRIVE improved the Safety Culture Index by 48%. However, any improvements, whether great or small, are leading to improved safety for our passengers, our employees and the communities where we operate. Ultimately, this is the most important indicator of success for the DRIVE program.

\$750K

Employee Incentives collectively earned for measurable improvements in safety at 44 DRIVE locations since 2010.



## Safety Technology

Technology will also help us ensure the safety of our customers, employees, and the public. Technology will support our efforts in compliance and on-street operations through a variety of ways that are summarized by the following:

### WebRisk Safety Technology & Trend Analysis

Transdev utilizes a nationwide shared database called WebRisk™ which allows all of our locations to record all accident and injury data following prescribed, consistent procedures. This data also enables us to create actionable “Dashboards” enabling each location to see its performance versus its peers.

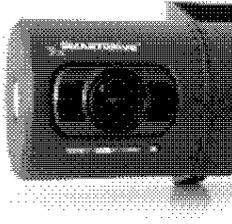
WebRisk allows management to identify Operators who have repeated accident issues, monitor claims status, and identify and evaluate risks, all presented in a monthly report for management. This powerful tool serves not only as risk management software but a powerful tool in understanding system safety trends, employee progress, and areas of risk.

### SmartDrive

Transdev has worked closely with vendors from around the world and has partnered with SmartDrive to provide



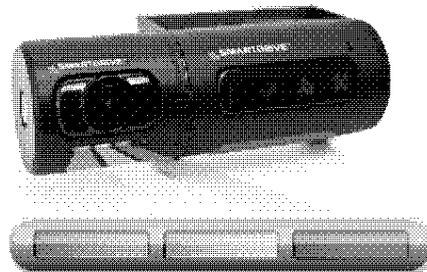
real-time tracking of safety incidents. Since its introduction, we have experienced a reduction in accident frequency of over 27% on average. We understand that not all provider vehicles currently use a video technology and will provide them with access to our corporate pricing and demonstrate its effectiveness for reducing costs in order to encourage them to install the system on their vehicles.



The SmartDrive system focuses on reducing major collisions and correcting unsafe acts. As an additional tool in Transdev's safety program, SmartDrive helps protect our client's customers and assets. Cameras record both in-cab and road views, capturing the images and sounds of triggering events such as accidents, fast braking and acceleration, hard lane changes or turns. SmartDrive is directly connected to the vehicle's engine computer providing speedometer records, idling records, HVAC usage, etc.

### How SmartDrive Improves Safety Performance

SmartDrive records safety-related events for later review and training with Monitors. By reviewing these events with the Driver, we are able to modify erratic driving behavior and decrease the frequency and severity of collisions and related bodily injuries. SmartDrive recordings also provide unbiased evidence to determine fault and expose fraudulent insurance claims resulting in reduced claims and litigation costs.

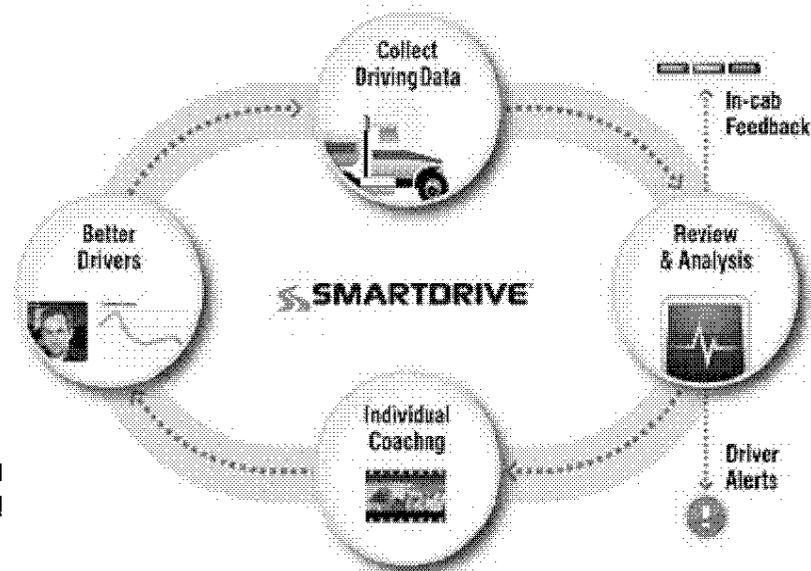


### Using SmartDrive to Prevent Accidents

As previously discussed, Transdev partnered with SmartDrive to provide real-time tracking of safety incidents. This system is currently installed in over 2,000 Transdev-operated vehicles, and has resulted in a reduction in accident frequency of over 27% among all Transdev services.

We have found that, perhaps most importantly, SmartDrive provides concrete material (video, data) that can be used to show Operators exactly what they're doing right—and wrong—on the road. We use the video and data collected by the SmartDrive system to build comprehensive Operator profiles. We then meet with our Operators and show them exactly how they can improve their driving. We call this system by the four R's:

- Record
- Review
- Respond
- Reinforce



***f. Describe your firm training, data collect***

## LISTEN - Converting Customer Feedback into an Asset

Part of our care for our passengers is to give them a voice. We are committed to creating a continuous circle of partnership between Transdev and our passengers, where they can express their needs and perceptions, and where we can use their input to enhance the quality of service.

At Transdev, we believe that customers who experience problems and then complain are giving us an opportunity to correct the immediate problem, make any necessary adjustments so the issue isn't repeated and to restore goodwill.



## Listen

Managing customer feedback  
and requests

Thus, we see complaints as an opportunity, because they:

- Reveal areas where we can make things better for our passengers.
- Help us solve problems we may not have been aware of.
- Give us a chance to improve our performance.
- Provide a chance to turn unhappy passengers to satisfied customers.

We believe that part of our care for our passengers is to give them a voice. We are committed to creating a continuous circle of partnership between Transdev and our passengers, where they can express their needs and perceptions, and where we can use their input to enhance the quality of service.

This is the reason why we have developed and are proposing to use LISTEN – a comprehensive Customer Feedback and Relationship Management Program Transdev created for the transit industry. LISTEN is focused on converting customer feedback into information that our management team can use to improve our performance. In that spirit, we will also share what we learn with you, so your staff can also benefit from customer feedback.



Transdev's LISTEN methodology consists of a proven set of processes that guarantee the efficiency, productivity and quality of customer feedback management. It includes clear processes for managing complaints and feedback, including receiving, coding, investigating, resolving and much more. LISTEN is based on core principles and practices that can be applied to any situation, size of transit system, or existing customer feedback process.

This program was created by Transdev from the knowledge gained over the years by several of our best operations. LISTEN has also been benchmarked with other highly advanced customer relationship industries such as the mobile phone and airline industries.

**The Seven Core Principles of Transdev’s LISTEN Complaint Management System:**

- The entire management team is committed to using complaints and feedback in order to continuously improve.
- A dedicated, qualified person is in charge of the entire customer feedback process.
- Every single complaint or request is registered and processed, from all channels (phone, email, etc.).
- A prompt and quality response is given to all customers who have complaints, based on pre-approved strong paragraphs and verbal responses that can be given via email, letter or phone. We fully acknowledge the customer point of view, but also remain fair and balanced.
- Each complaint or compliment is coded for resolution, analysis and reporting. Codes are carefully assigned with the goal of providing useful reports to management.
- A pre-designated “issue owner” is assigned for every type of complaint. This person must be a Manager, must commit in advance to a response timeframe, and must respond in writing regarding how the issue revealed in the complaint will be resolved. All open cases are reviewed regularly and rigorously, to ensure that issue owners are responding in a timely fashion.
- A clear, succinct, useful report is given to the management team and to our client each month, summarizing the complaints. This report is discussed at the staff meeting of the senior team, with a focus on using complaints to improve. It is reviewed with our client for the same reason.

**The LISTEN program provides pragmatic, easy-to-implement tools in order to manage customer requests, suggestions, compliments and complaints.**

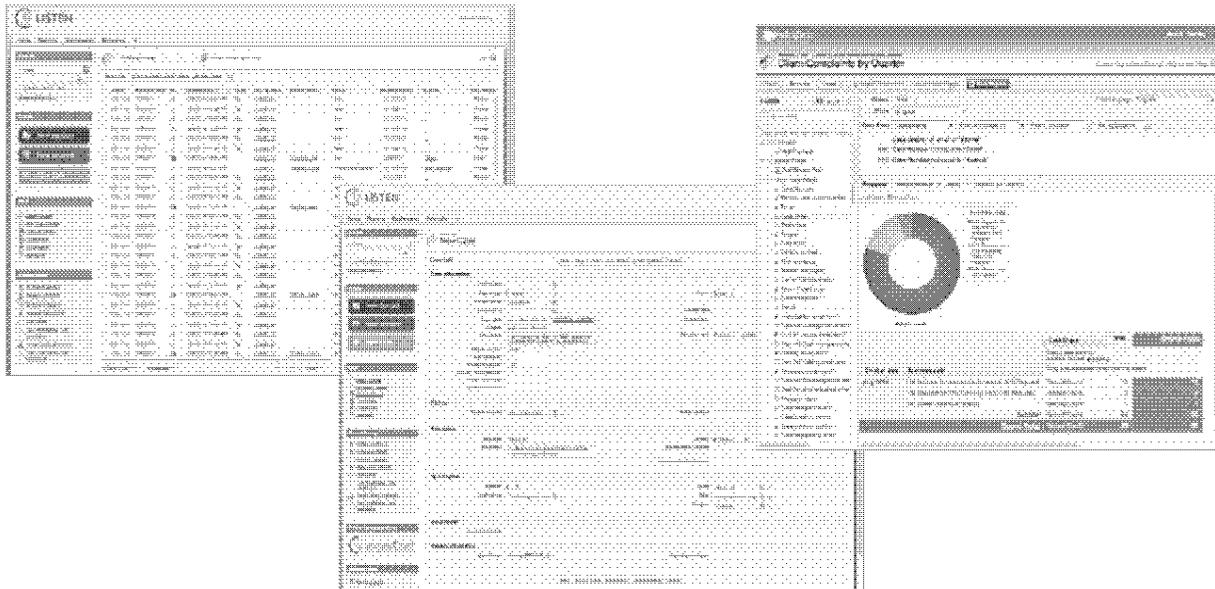
**We Will Review Major Milestones of the Implementation Process with You**

The process of training the team and fully implementing LISTEN will take several weeks. Substantial work must be done to customize our standard paragraphs library, identify issue owners for all types of complaints, negotiate timeframes with issue owners, optimize report formats, and more. We will periodically review the entire process with you, to make sure that you are apprised of and satisfied with our progress.

We will submit the codification strategy, standard paragraphs, report formats, time frames and related matters to you for approval.

## LISTEN Complaint Forms and Logs

The following are screen shots of LISTEN forms and logs:



### Customer Service Training – Going for Care™

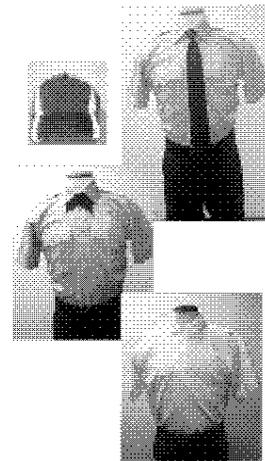
As noted in section 7.4.D, Going for Care!™ was created collaboratively and exclusively by our international Transdev resources to address a global need to understand and respond to passenger needs. Our Going for Care!™ program helps train our employees to handle customer services at all levels including those with disabilities. More information can be found in question D.

***g. As appearance is important to the passenger, tell us how your firm will maintain the appearance of its uniformed personnel, including supervisors.***

Taking care of the details is an important part of a transition's success. One of those details is making sure Operators are in proper uniform at all times. Transdev will present our proposed uniform to Rider for approval including identifying shoulder patch and name tag. Transdev will offer weekly uniform rental and cleaning services. There will be no laundry to do, no uniforms to buy, and no repairs or maintenance required by the employees.

This is a large task which we will begin as soon as an employee accepts our offer of employment. We will measure prior to training, use training sessions to catch any employees we may have missed and offer other times as may be needed. Uniforms will be distributed prior to service start. We will have extra uniforms on hand to distribute as may be needed in case sizing is wrong or deliveries delayed.

The typical uniform will consist of the following items:



- Shirts – polo (short sleeve) or button down style with Transdev and/or Rider shoulder patch and nametag.
- Pants & Belt
- Solid, plain Navy Blue or Black coats, sweaters, jackets, raincoats, and foul weather clothing.
- Black shoes in a closed, plain toe variety
- Black socks or skin tone nylon stockings

***h. As reporting requirements in the proposed Contract are quite extensive, please explain in detail how your firm intends to meet these requirements.***

#### **Reporting - Transdev Vision Dashboard**

Transdev produces daily and monthly internal reports to assist with service oversight at the Regional level. This data includes labor productivity, safety, operational performance and maintenance performance.

To ensure we are meeting performance goals and identifying trends and issues, we track key performance indicators (KPIs), ratios rather than raw numbers that are consistent and used in all Transdev locations across the United States.

The data from these monthly reports are shared with managers and employees. The results along with any necessary corrective plan of action are discussed at least monthly by the Regional Vice President and the local management team. In addition, regional directors also use the Dashboard to track performance in various areas such as safety, HR, and maintenance during regular audits by the Regional Directors.

Our KPI's are based on our internal revenue and performance goals in terms of Operator utilization, safety, and performance.

Transdev utilizes data captured by Routematch, WebRisk, our MMIS, SmartDrive and our customer surveys to develop measurements and set annual goals. This information will be maintained in a web-based database and displayed as a series of dashboard to allow corporate and local management to monitor all contract performance standards in one, readily accessible location. The KPI's can be provided for different reporting time frames.

The Transdev Dashboard helps managers and employees understand how their individual performance contributes to the success of this contract. This information will help everyone to be cognizant of our contract performance and has direct impact on their annual performance reviews. We hold our local team accountable for the efficient and effective operation of your assets.

When quality issues are identified, the General Manager, and the management team will swiftly address and resolve the matter. In addition, will follow up on a regular basis to ensure that the issue has not reoccurred. When trends are identified, the Project Manager will directly address the issue in conjunction with all involved staff. They will carry out in-depth analyses of the problem, and identify an action plan that will be shared

with the Rider staff. The Project Manager will also follow up on all implemented plans and notify the Rider staff of the results.

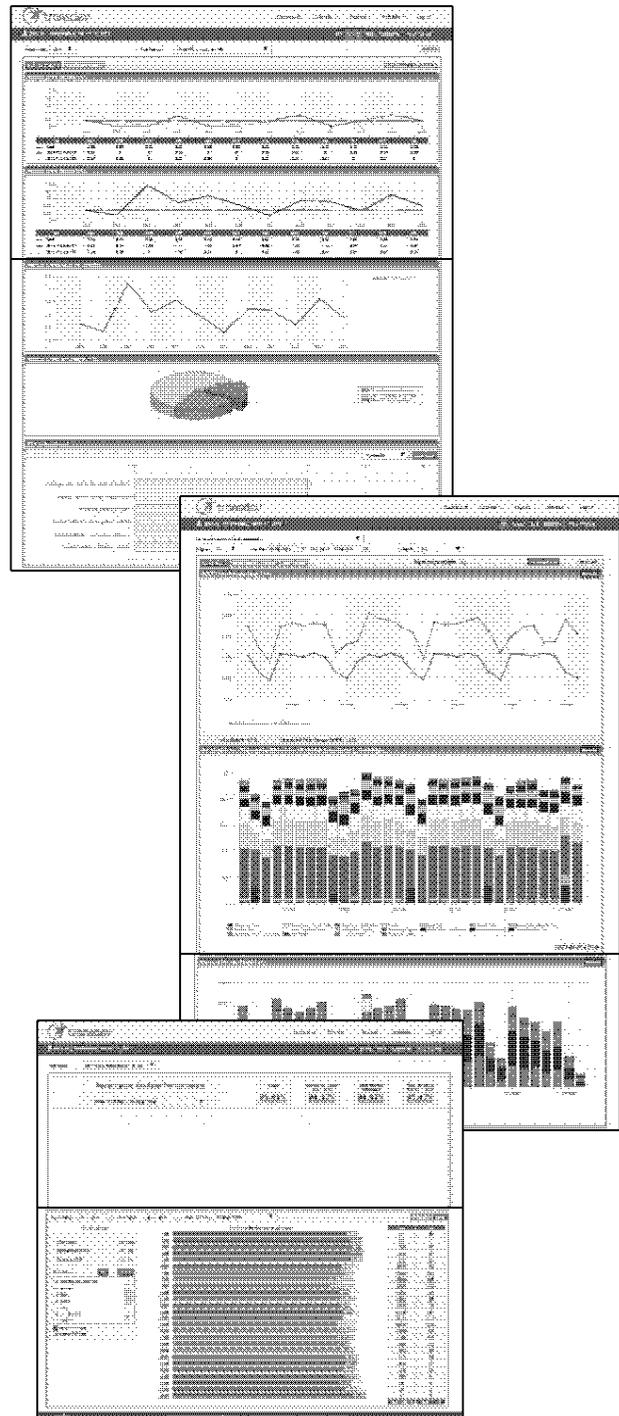
This Dashboard provides trend analysis. Our General Manager and the management team can identify trends and develop corrective strategies as needed.

Transdev-developed KPIs are designed to ensure the Rider service meets or exceeds our performance quality standards and to address any possible service failures through the potential application of performance penalties. Transdev understands and realizes the critical nature of maintaining a high level of quality performance.

Rider staff will have access to our dashboards through a web-based portal to track our performance without having to request reports. If special reports or analysis are needed, Transdev will be able to produce them quickly in response to the City's needs.

In addition, our management staff will track a variety of rigorous measures related to customer service including:

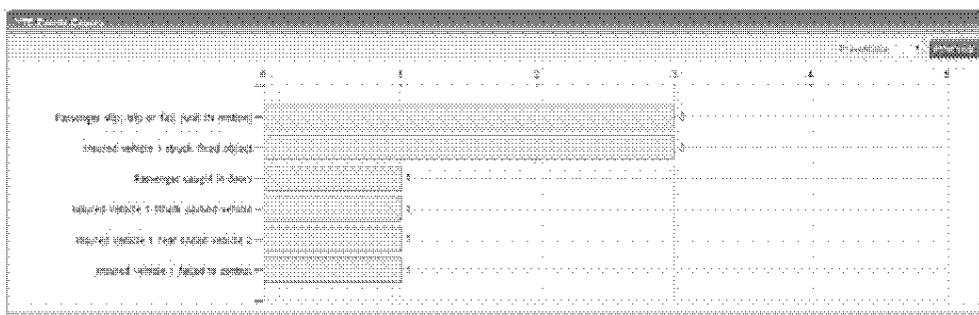
- On-time performance
- Productivity
- Trip length
- Customer complaints (by frequency and subject matter)
  - Complaints per 1,000 passengers
  - Operator/Supervisor/CSR behavior
  - Vehicle cleanliness
  - Cleanliness of Amenities
- Safety performance (accidents per 100k miles)
- Equipment reliability (roadcalls per 100k miles)
- Percent PMI's performed on-time
- Percent Passenger Amenity PMI's performed on-time
- Other measures as necessary based on service trends and JATRAM requirements.



Our management staff will report on the KPIs they are responsible for tracking weekly during management staff meetings and will work as a multidisciplinary management team to create action plans as needed to improve performance.

### Accident Tracking & Analysis with Vision

Our Vision WebRisk database allows our Safety staff not only to track accidents in real-time, but also to monitor and compare on-time performance by stop, road, route, Operator, time of day; whatever quantifier one can think of, the Vision Dashboard will allow a thorough analysis and understanding of accident and delay history. By examining the data, management can find unsafe routes, identify problem areas, and re-design service to drastically improve accident rate, time loss due to safety incidents, and claims across the board.



By diving into the Vision Dashboard, management can get a better understanding of their system, and constantly improve upon service.

- **Track Accident and Incident History with Vision** – Using our KPI dashboard, Transdev Vision, managers can see historical and current accident performance with several layers of detail.
- **Compare accident rates and on-time performance by stop, road, route, Operator, time** – Management can dive into data to get a better picture of safety performance. The Vision Suite allows management to analyze past accident data. Accident history and on-time performance is searchable in Vision not only by Operator, but by stop location, cross streets, route, and time of day. If an Operator claims that an area is unsafe to operate in and plagued by delays, management can investigate and analyze the data to see if it backs this up.
- **Identify problem spots and address them** – This database has allowed management to identify unsafe cross-streets and alter routes, for the benefit of both Operators and general public. By having the data, management are able to design smarter, safer systems, identify problem Operators, and have evidence to back them up when they are designing a safety culture at their property.
- **Compare accident rates with other properties** – Management can not only compare accident rates by route, Operator, and streets in their system, they are able to compare their property with other properties across the country. If they find their numbers are not matching up with other Transdev properties, they can contact other general managers and safety managers and discuss how to implement improvements at their location. We encourage the sharing of best

practices, freedom of information, and a healthy community of managers committing to operating safely across the country.

### Maintenance Reports and Analysis

Our Maintenance Manager conjunction with our Project Manager will be responsible for analyzing the output and trends inherent in the maintenance operation. It is only through such analysis that we can provide Concord with the information it needs to program its capital and operating budgets as well as fully understand the dynamics of the maintenance operation. Transdev benchmarks a number of key indicators to measure the performance of the fleet. Maintenance benchmarks used for this project include:



- Miles between roadcalls
- Cost per mile
- % operable HVAC
- PMI currency
- Staff hours/PMI
- Inventory turnover
- Inventory value/bus
- Miles per gallon
- Component failures/100,000 miles
- Component failures trends
- Repeat work statistics
- Mechanical complaints/100,000 customers

Specialized reports can be extracted from the system, such as work order summaries, work order history, workload forecast, along with related man-hour and cost data. Rider is designed to support and integrate the various needs of a maintenance organization. The system provides accurate and timely information for the management team to be able to utilize cost effective measures in reducing down time for all equipment and facilities.

### Daily and Monthly Operational Reports

The daily and operational monthly reports will be developed using Trapeze as well as customized reports based on the RFP requirements and our own database tracking software. We will work with Rider staff and our scheduling software specialists to create an automatic utility to develop the required reports as well as offer transparency.

Report	Frequency	Collection Method
Driver Trip Sheet	Daily	Trapeze
Dispatch Log	Daily	Vision
Accidents	Daily	WebRisk
Incidents	Daily	WebRisk
Complaints/Comments	Daily	LISTEN
Vehicle Breakdowns	Daily	MMIS
Missed Pick-ups	Daily	Vision/Trapeze
Reservations not Accommodated	Daily	Vision
Passenger No-Shows	Daily	Vision

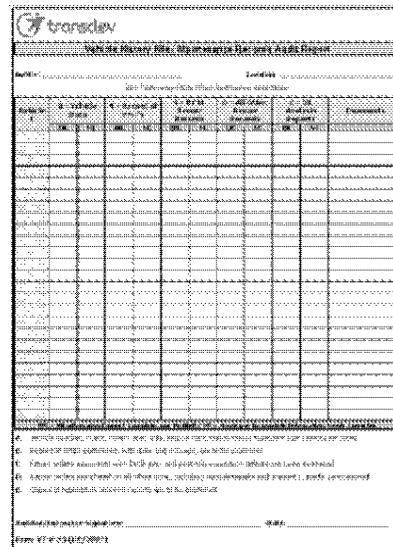
Report	Frequency	Collection Method
Reservations Information	Daily	Vision/VDS
Daily Summary	Daily	Vision/Trapeze
Monthly Summary	Monthly	Daily Reports
Accounting/Billing	Monthly	Vision/Trapeze
NTD Reporting	Monthly	WebRisk, Vision, Trapeze
Triennial Review	As Needed	All Sources
Collisions	Monthly	WebRisk
Incident	Monthly	WebRisk
Major Collision	Monthly	WebRisk/Vision
Maintenance Reporting	Monthly	MMIS
Fixed-Route Ridership Report	Monthly	GFI

### Record Keeping and Data Collection

Trapeze utilizes a relational database for storage of all trip, operations and customer information. This information is very detailed in scope and allows for any field of information that is captured to be developed into a report. The information being requested by Rider is readily available within the system with no customizations being required. The Trapeze system also produces the desired trip manifests and logs in many standard formats which we will modify to meet the reporting requirements.

### Daily and Monthly Maintenance Reports

For maintenance reporting, we will provide real-time information from our Transdev MMIS database of fleet and facility maintenance and inventory tracking.



The screenshot shows a software interface for a maintenance management system. At the top, it says 'transdev' and 'Vehicle Maintenance History Report'. Below that is a table with columns for 'Vehicle ID', 'Location', 'Status', 'Maintenance Type', 'Start Date', 'End Date', and 'Remarks'. The table contains several rows of data, though the text is small. Below the table, there are some summary statistics and a footer with the date '03/01/2011'.

### National Transit Database (NTD) Data Collection and Reporting

We have extensive experience preparing information for NTD including Section 5335(a) reporting NTD for our clients. Transdev understands NTD reporting requirements and has substantial experience in performing all work associated with obtaining and reporting this data for paratransit services. We understand the necessity of performing data collection and reporting promptly and accurately. We are performing Section 15/NTD data sampling and collection methods with most of our contracts.

### ***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.***

Transdev will work with Rider to ensure that our personnel understand and adhere to the fare structure for the service. Transdev Operators will be effectively trained on the fare categories and will be provided with detailed fare structure information. Also, each Transdev service vehicle will be equipped with a laminated copy of the fare structure.

Operators will require each boarding passenger to pay the required Rider fares. At the end of each route, the Operator will take the fares and manifest and turn them into the appropriate person at the probe. All fares will be placed in a secured revenue storage area for later accounting.

We have put in place a set of policies and procedures, tailor made for Rider. As situations change and as demands increase, we can adjust and modify these procedures as necessary.

### **Fare Box Handling Procedures**

- All cash vaults are to be pulled nightly from the farebox equipped vehicles except Friday night. All boxes are then probed and pulled on Saturday.
- All farebox equipped vehicles are to be probed nightly. If vehicle is unable to make a trip to probe, a Fare Box Log must be filled out to account for vault pull and whereabouts of the vehicle.
- Fare Box Log is to be filled out nightly and left on the clipboard by count room door for AM money verifiers.
- Vaults are to be swapped out on each vehicle within three minutes of door being opened to avoid alarm.
- All vaults are to be secured in the count room by stacking them on the count table and door locked as each box is taken from the vehicle.
- All vaults are to remain in the locked count room until the following business day.

### **Count Room Procedures**

- All count sheets and collection reports required must be printed before entering the count room.
- The correlating amount for each Fare Box from the cashbox report must be written on the Fare Box Count sheet accurately.
- Check the log to see all vaults were pulled (except Friday) and all vehicles were probed the night before for verification.
- Upon entering the count room, the pair of cash verifiers must sign in on Count Room log. Under NO circumstances will one person count money alone.
- Once all vaults are counted, a currency recount will be conducted and should match the amounts on the Fare Box Count sheet.
- Deposit bag is kept in a secure location until it can be transported to the bank. Bag should be transported out of sight for security and safety reasons.
- All deposits must be made by 4 PM.

In the event that funds are counted and deposit is prepared on a day the banks are closed, the deposit bags are to be secured in a locking cabinet or desk to await transport to the bank.

***j. Describe your firm's drug testing policy and program for this Contract.***

Transdev's goal to achieve a Drug and Alcohol-free workplace is accomplished through the implementation of a comprehensive Drug and Alcohol prohibition program that meets the Code of Federal Regulations Control of Alcohol and Drug Use and Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

All these programs are based on

- Deterrence
- Detection
- Assistance
- Enforcement

The policy, which is included in the Appendix section of our proposal, ensures that we operate the Rider service in the safest and most efficient manner possible. The consistent and unbiased application of this Drug and Alcohol Policy is administered by the Human Resources Department and prioritizes the safety and welfare of all customers and employees by promoting a workplace free from the effects of Drugs and Alcohol.

As a condition of employment, the Drug and Alcohol Policy applies to all employees and subcontractors. The provisions of this policy are subject to any limitations or requirements imposed by federal or state law. In all cases, the minimum federal requirements for testing of Hours of Service (HOS) and Commercial Driver's License (CDL) are implemented. Any employment action taken due to violation of this policy is taken in accordance with the procedures contained in any applicable labor agreement. No collective bargaining agreement may supersede federal regulations.

The following types of testing are part of Transdev's Drug & Alcohol Compliance Program

- Pre-Employment
- Reasonable Suspicion
- Post-Accident (FTA)
- Random
- Return to Duty and Follow-Up Testing

Transdev will test any employee when reasonable suspicion exists that the employee may have violated the federal prohibitions against the use of Drugs or Alcohol. Policies for mandatory testing following an accident or incident on the system, or a rule violation are also included in the policy.

Transdev also conducts voluntary random drug testing. We believe that random testing is the best means of deterring the use of Drugs or Alcohol by all those persons authorized to perform specified service duties in the operation. This policy applies to all

personnel (including contractors and managers) who are subject to performing duties governed by the FTA.

A clinic audit is performed twice yearly to insure all guidelines are being met. Personnel responsible for the collections and administering the alcohol test are checked for up to date certification and qualifications.

Transdev's Employee Assistance Program (EAP) is available for assistance and treatment for Drug and Alcohol related illnesses. This program complies with FTA regulations and it is Transdev's policy to give all employees and their dependents an opportunity to receive help in recovering from Drug and Alcohol abuse or emotional problems by providing professional referral and counseling services and arranging assistance in a confidential manner through the EAP.

***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.***

#### **Managing Road Calls & Vehicle Breakdowns**

Roadcalls are a form of customer interruption that Transdev strives to reduce. There are a number of mitigation efforts to curtailing roadcalls. It begins with our PM program, designed to ensure that vehicles are properly serviced at regular intervals. The next mitigation activity is the proper use of pre and post-trip inspections for identifying and correcting issues as Operators are starting or ending their day. Last, but not least, reviewing the vehicle health to proactively resolve issues before they occur. When all three of these fail, we are unfortunately left with a service interruption. Following are our steps to manage these and reduce them.



Proper daily pre-trip inspections, daily service lane inspections and periodic preventive maintenance inspections are all designed to prevent buses from failing while in service. These processes combine to reduce the frequency of failures on the road. In the event that an unavoidable service interruption happens, our team performs the following tasks:

Upon notification of a mechanical failure, our team immediately dispatches out one of the fully provisioned shop trucks to the location.

Our maintenance staff responds to service interruptions immediately.

#### **Bus Exchange**

Once it has been determined that maintenance is unable to resolve an issue via the radio, either a Technician or a Supervisor will be deployed to the scene with a replacement vehicle to ensure service is put back on the road as quickly as possible. If the vehicle is out of service long enough for the next bus to reach it, the Operators will switch vehicles to ensure no missed trips occur.

***I. Describe in detail your firm’s plan regarding preventive maintenance of revenue vehicles.***

**Preventative Maintenance Program**

The focus of the Transdev Maintenance Program for the Rider fleets is to proactively support daily operations. The Transdev maintenance plan accomplishes this by committing the majority of effort to a Preventative Maintenance (PM) Program that provides the necessary inspection processes to inspect, evaluate and repair each vehicle prior to component or system failure. The Transdev maintenance goal is to provide clean, safe, dependable and comfortable vehicles in sufficient quantity to meet on-time service requirements without maintenance-caused disruptions. We have every vehicle inspected thoroughly at regular intervals, to have the condition of components and systems evaluated against pass/fail criteria and repairs made prior to return to service. This is not simply a Transdev goal, it is a prerequisite.



Our approach towards the maintenance of the vehicles used to provide this service is focused on reliability and customer service. Inspect both the mechanical condition of the vehicles regularly and thoroughly to prevent failures and present a vehicle to passengers that is safe, clean, inviting and reflects favorably on the City.

Each vehicle is inspected thoroughly at regular intervals with the condition of components and systems evaluated against pass/fail criteria, and necessary repairs made prior to returning to service. Specific maintenance objectives are:

- Transdev maintains their fleets in a condition that is safe to operate, promotes reliability and remains inviting to riders.
- Transdev replaces their vehicles in a timely manner to ensure that no vehicle in service exceed the Rider established maximum.
- Transdev ensure timely performance of Preventive Maintenance Inspections (PMI) at a minimum within manufacturer and Transdev guidelines.

Transdev clearly establishes maintenance standards within our contract. Transdev invest in proper, quality compliance inspections performed by qualified personnel with in-service, factory, and ASE training and applicable certifications.

**Preventative Maintenance Measures**

Transdev meets and goes beyond the manufacturer’s specifications in its maintenance practices by performing PMIs every 3,000 miles. At the heart of our maintenance program is a PMI program developed, tested, and improved over many years. The program assures cost savings and dependability of equipment and service.



The core PMI program for revenue vehicles is centered around four levels of inspections performed on 3,000 mile intervals. As the table below indicates, the vehicle's safety systems such as brakes, steering and air systems, along with both basic passenger and Operator features is inspected at every PMI, along with an extensive fare recovery system inspection/service. Items for inspection increase at the "B", "C" and "D" levels. In addition to the core PMI program, specialty PMI's have been developed within the sub-component areas, "E" Engine Tune-up, "H" HVAC Inspection, "T" Trans Service and "V" Valve Adjustment. All engine and transmission fluids are within the OEM specifications and standards.

PM Inspection Intervals		
INSPECTION	DESCRIPTION	INTERVAL
"A" Inspection	Safety Inspection	3,000 miles
"B" Inspection	PMI	6,000 miles
"C" Inspection	PMI	24,000 miles
"D" Inspection	PMI	48,000 miles
"E" Inspection	Engine Tune-up	As required by OEM
"F" Inspection	Fire Suppression System	As required by OEM
"H" Inspection	HVAC Inspection	As required by OEM
"T" Inspection	Trans Service	36,000 miles
"V" Inspection	Valve Adjustment	18,000 miles
Non-Revenue	PMI	Monthly

To conduct the PM inspections, the core program utilizes a set of four inspection forms. The inspection forms identify the unit being inspected, odometer reading, work order number, Mechanic performing the inspection, time spent on inspecting and time spent on repair. The cover form serves to document all identified defects and corrective actions. The form identifies each task to be performed and the standard to which the inspection is to be performed. Unlike a PMI checklist used by some vendors, this inspection method clearly identifies not only what is to be inspected, but also how to perform the check and the results of the inspection. Each step is given a Pass/Fail rating.

As a part of the PMI, the Mechanic is responsible for identifying and correcting defects. It is the intent to have the Mechanic repair those defects that will take five minutes or less at the time of the inspection. All other defects that are identified and may take longer to repair will be noted on the work order and scheduled for repair. No vehicle will be allowed to operate if a safety-related defect has been identified. PM inspection forms are provided in Transdev's Maintenance Manual which has been included in the CD appendix.



### General Repair

Transdev is conscious of the appearance of the vehicles and are committed to keeping them in excellent condition at all times. Major repairs to vehicle bodies are scheduled immediately and no vehicle with significant body damage is allowed in revenue service. Graffiti removal and minor cosmetic damage is addressed nightly if needed.

The goal for effecting repairs (barring vendor related delays) is as follows:

- Minor Repairs: 1-3 days
- Significant Accident Damage: 7-14 days
- Major Damage Repair: 21 days

Transdev is committed to keeping the fleet in a "like new" appearance at all times. The first step is to have a program for identifying all damage, regardless of cause. The sources for the information come from daily Operator pre-trip reports, vehicle check sheets and accident reports.

The Operator completes the inspection process on the Daily Vehicle Inspection Report (DVIR). The form requires that certain actions are performed in a prescribed order. The results of the inspection are then downloaded into the Ron Turley & Associates (RTA) maintenance tracking program.

DVIR's are collected by maintenance and are reviewed to determine if repairs are needed. If repairs are needed the DVIR is attached to the shop work order. The shop work order is the paper trail used to make corrective repairs and document the completion of work to address deficiencies.

Once completed, the Maintenance Manager oversees the recording of the repairs done, parts used and labor required in Rider. Safety defects are the highest priority and vehicles are not cleared for revenue service until all safety items are corrected.

## Corrective Maintenance (CM) Program

Vehicles receive corrective maintenance as a result of referrals from Operators, road calls, audits, or deficiencies discovered during PMIs. Defects are prioritized, a repair order generated and the vehicle scheduled for repair. All repairs are recorded on the shop's vehicle status board. A separate status log will be generated showing out of service vehicles and the associated problem and the projected date when the vehicle will be back in service.

### ***m. Describe the heating and air conditioning program to be followed under this Contract.***

#### Heating/Ventilation/Air Conditioning (HVAC) Inspection

We recognize that customer satisfaction is highly influenced by the quality of the heating and air conditioning (A/C) systems. We place strong emphasis on the care and maintenance of these systems. Preventive maintenance procedures for each type of system have been developed based on the manufacturer's requirements. A comprehensive, stand-alone heating, ventilation and air conditioning (HVAC) inspection service is part of the maintenance inspection. Air conditioning filters are changed with every scheduled inspection. Transdev maintains the integrity of the cooling system by using only approved coolants that are safe, environmentally friendly, and in compliance with federal regulations.



Vehicles that do not have working HVAC systems are not allowed to provide revenue service under this contract until the system is repaired and proper operation is verified by our Manager.

### ***n. Describe internal (on-site) and corporate quality control programs designed to ensure that Service performance standards are met.***

#### Quality Control

The term "quality control" means many things to many people. At Transdev, we take a very broad view of quality control. Everything that we or our subcontractors and vendors (if applicable) do, from the hiring of Operators to the cleaning of buses, can be done well or it can be done poorly. Given this fact, we view quality control as the sum total of the results of anything and everything we do. Accordingly, our Quality Control program encompasses safety, operational excellence, maintenance reliability, training effectiveness, customer satisfaction, system productivity, subcontractor performance and the rest.

In short, our QC Program is designed to monitor everything we do so that we can determine whether we're performing above, at or below standard and whether performance is trending up, down or holding steady.



What follows is a description of the programs and processes we have developed for measuring, monitoring and improving the quality of the service we will provide on behalf of the City of Concord Kannapolis's Rider Service. Transdev's Quality Control program includes the following components: Dedicated staff to oversee QA program efforts in operations, safety and training, and maintenance.

- Data dashboards that enable effective measurement and monitoring of operational, maintenance, safety, and other aspects of performance.
- Internal and external methods for measuring and monitoring performance.
- An organizational commitment to continuously monitor and improve performance.

#### **A Commitment to Transparency Managing On-Time Performance Standards**

On-time performance is listed by customers as the most important performance-related factor in fixed-route bus service. Challenging the on-time operation of buses are traffic conditions, vehicle breakdowns, weather, schedule accuracy, and Operator availability. The challenges of running on time necessitate a management team who is attentive to performance and performance trends, in addition to the commitment by management; on-time performance depends on the quality and training of Supervisory and Dispatch staff.

Improving performance takes an effort on three fronts to maintain quality control:

- Road Supervisors and Dispatchers must monitor Operators for their ability to keep a schedule, and when they cannot, to provide training, counseling or discipline as appropriate.
- Operators must diligently report when they are in behind schedule. Operators must believe the Supervisors are there to assist them with problems or help solve problems. The constant flow of information allows Supervisors to develop contingencies and offer assistance.
- The scheduling process must be realistic. It is the responsibility of our management team to work to identify challenges to on-time performance and to offer solutions on how service can be improved.

**Our philosophy concerning service reliability is that there are no magic solutions for achieving a high level of on-time performance. Our experience is that placing the proper tools in the hands of well-trained employees is the most effective way to ensure service quality.**

***o. Provide a detailed description of your company's vehicle cleaning program.***

Transdev allocates resources, has established processes and provides management oversight to ensure each vehicle that pulls out of the lot has been cleaned, fueled and is ready for our customers. We expect that Rider's high standards for fleet cleanliness match our own – we take tremendous pride in having some of the cleanest vehicles on the road.

Transdev will be in charge of cleaning the vehicle either at a car wash or at the Service Provider's facility. The driver also maintains the interior cleanliness and condition of the vehicles.



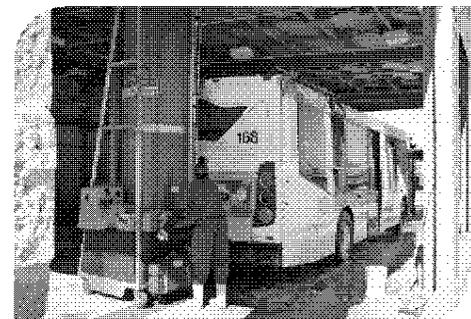
Transdev complies with Rider's requirements for clean vehicles by including the standards in our contract with the Service Provider, and ensures compliance with those standards through random and quarterly inspections. As mentioned, each vehicle is inspected by the Service Monitors on a regular basis during routine on-time performance and compliance observations. Each vehicle will be cleaned before the beginning of each service day and the next service day following a rain.

**Interior detailing will include:**

- Cleaning the ceiling, sidewalls, windows, ledges and dash.
- Cleaning all seats.
- Floor cleaning – Mopping the floor; removing all gum and applying light coat of wax, after stripping old wax from the floor, sweep interior and clean the interior thoroughly including the seats and windows and dome interior lights.
- Empty trash receptacle
- Dust dashboard and all Operator controls
- Remove all side and rear double and triple seat cushions, for cleaning underneath
- Seat securement – inspect for proper securement
- Lights – check all lights including high beam
- Wheelchair lift – run one complete cycle

**Exterior detailing will include:**

- Thoroughly wash exterior surfaces
- Wash and polish the wheels
- Remove any and all graffiti
- Apply protective coating to bumpers, dashboard, rubber fender walls and tires.
- Once a year vehicles will be waxed and head signs removed to clean the interior glass (as applicable). A separate waxing/cleaning schedule will be developed and work will be performed accordingly.



# Financial Information



# Financial Information

Please see separate sealed Cost Proposal.

# Required Forms



Required Forms

# Required Forms

- Form One – Request for Proposal Acknowledgement Form
- Form Two – Addenda Receipt Confirmation Form
- Form Three – Proposal Submission Form
- Form Four – Insurance Agent Statement
- Form Five – Project Functional Requirements Form
- Form Six – Cost Proposal Forms **INCLUDED IN COST PROPOSAL -- SEE SEPEARATE SEALED COST PROPOSAL**
  
- Attachment A – Certificate Regarding Lobbying
- Attachment B – Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Attachment C – Certification of Compliance

# Section 10

## Required Forms - Form One

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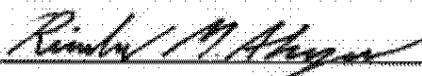
### REQUEST FOR PROPOSALS ACKNOWLEDGEMENT FORM

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: 12.15.2015

Authorized

Signature: 

Title: Senior Vice President Business Development

Company Transdev Services, Inc.

Name: Richard M. Alexander

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: Richard M. Alexander - Senior Vice President Business Development

Contact E-mail address: dick.alexander@transdev.com

Contact phone: 630-517-7070 Fax number: 630-571-6454

Secondary Contact Name: Tina Lainhart

Contact E-mail address: tina.lainhart@transdev.com

Contact phone: 513-805-2504 Fax number: 630-571-6454

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.

Richard M. Alexander  
\_\_\_\_\_  
(Please Print Name)

12.15.2015  
\_\_\_\_\_  
Date

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

Senior Vice President Business Development  
\_\_\_\_\_  
Title

Transdev Services, Inc.  
\_\_\_\_\_  
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: Transdev Services, Inc.

Signed: 

Name: (Typed) Richard M. Alexander - Senior Vice President Business Development

Address: 720 E. Butterfield Road  
Suite 300

City/State/Zip: Lombard, IL 60148

Telephone: 630-571-7070  
 (Area Code) Telephone Number

Facsimile: 630-571-6454  
 (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.**

Transdev Services, Inc.  
**Service Provider**

12.15.2015  
**Date**

Richard M. Alexander  
**Name (Please type or print name)**

  
**Authorized Signature**

# Required Forms – Form Four

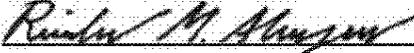
## SERVICE PROVIDER AND INSURANCE AGENT STATEMENT FORM

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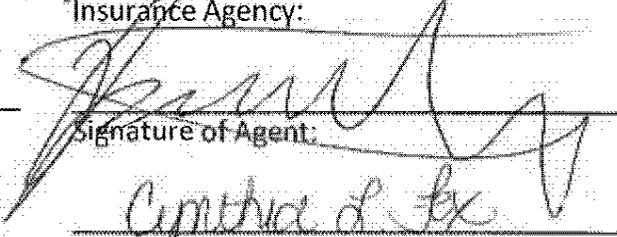
### Solicitation of the Contract Provider for Concord Kannapolis Transit System Services

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 the Contract execution. If our client is awarded this Contract, we agree to provide the City with a thirty (30) day written notice of cancelation and ten (10) for non-payment.

Transdev Services, Inc.  
Service Provider

  
Signature of Service Provider

Aon Risk Solutions  
Insurance Agency:

  
Signature of Agent:

Cynthia D. Fox  
Signature of N.C. Resident Agent:

Aon Risk Solutions  
Name and Location of Agency  
200 E Randolph St. Chicago, IL  
Address of Agency  
312-381-9587  
(Area Code) Telephone Number



# CERTIFICATE OF PROPERTY INSURANCE

Attachment Two

DATE (MM/DD/YYYY)  
12/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME</b> _____
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> (800) 363-0105 <b>E-MAIL ADDRESS:</b> _____ <b>PRODUCER CUSTOMER ID #:</b> 570000060671
<b>INSURED</b> Transdev Services, Inc. 720 Butterfield Rd Suite 300 Lombard IL 60148 USA	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: National Union Fire Ins Co of Pittsburgh      19445 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570060534932      **REVISION NUMBER:** \_\_\_\_\_

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> DEDUCTIBLES <input type="checkbox"/> BASIC <input type="checkbox"/> BUILDING <input type="checkbox"/> BROAD <input type="checkbox"/> CONTENTS <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME w/o Extra Expense <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> RENTAL VALUE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	
	<input type="checkbox"/> INLAND MARINE <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS	TYPE OF POLICY _____ POLICY NUMBER _____				
A	<input checked="" type="checkbox"/> CRIME TYPE OF POLICY Crime - Primary	14178407	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> Aggregate	\$100,000
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

CERTIFICATE NUMBER: 570060534932

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence Only.

<b>CERTIFICATE HOLDER</b>  City of Concord, North Carolina City Manager 26 Union Street concord NC 28026 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF PROPERTY INSURANCE

Attachment Two

DATE (MM/DD/YYYY)  
12/21/2015

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If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME</b> 
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> (800) 363-0105 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> 570000060671
<b>INSURED</b> Transdev Services, Inc. 720 Butterfield Rd Suite 300 Lombard IL 60148 USA	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	INSURER A: National Union Fire Ins Co of Pittsburgh      19445
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

Holder Identifier :

**COVERAGES**

CERTIFICATE NUMBER: 570060534932

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> DEDUCTIBLES <input type="checkbox"/> BASIC <input type="checkbox"/> BUILDING <input type="checkbox"/> BROAD <input type="checkbox"/> CONTENTS <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME w/o Extra Expense <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> RENTAL VALUE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	
	<input type="checkbox"/> INLAND MARINE <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
A	<input checked="" type="checkbox"/> CRIME TYPE OF POLICY Crime - Primary	14178407	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> Aggregate	\$100,000
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

CERTIFICATE NUMBER: 570060534932

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Evidence Only.

**CERTIFICATE HOLDER****CANCELLATION**

City of Concord, North Carolina City Manager 26 Union Street concord NC 28026 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## 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

		<u>Feature Code</u>
<i>Will the Service Provider be able to comply with the following:</i>		
1.	General tasks - Section 5.B.1	Y
2.	General tasks - Section 5.B.2	Y
3.	General tasks - Section 5.B.3	Y
4.	General tasks - Section 5.B.4	Y
5.	General tasks - Section 5.B.5	Y
6.	Services - Section 5.C	Y
7.	Technology – Section 5.D.6	Y
8.	Personnel – Section 5.F	Y
9.	Employee training - Section 5.G	Y
10.	Reporting - Section 5.H	Y
11.	Coordination - Section 5.I	Y
12.	Use of assets - Section 5.J	Y
13.	Uniforms - Section 5.L	Y
14.	Fares and fare collection - Section 5.M	Y
15.	Substance Abuse Testing - Section 5.N	Y
16.	Environmental Sustainability - Section 5.O	Y
17.	Maintenance scope of work - Section 6.A (Attach Preventative Maintenance Program)	Y
18.	Preventative maintenance - Section 6.C	Y
19.	Vehicle damage - Section 6.D	Y
20.	Responsibility – Section 6.E	Y
21.	Parts, lubricants, and supplies – Section 6.G	Y

## Section 10

### Required Forms - Form Five

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22.	Vehicle cleaning – Section 6.I (Attach Vehicle Cleaning Program)	Y
23.	Maintenance auditing – 6.N	Y
24.	Maintenance – Section 9.8	Y
25.	Vehicles – Section 9.13	Y

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ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)

The undersigned Transdev Services, Inc. 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, Transdev Services, Inc., 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.

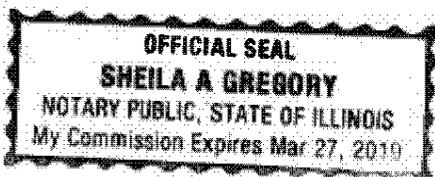
12.15.2015  
Date

Richard M. Alexander  
Signature of Contractor's Authorized Official

Richard M. Alexander - Senior Vice President Business Development  
Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this 15 day of December 2015, in the State of ILLINOIS ;  
and the County of DuPage

Notary Public Sheila Gregory  
My Appointment Expires 3/27/19



**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.

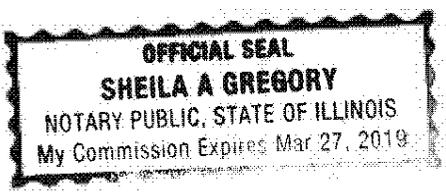
The lower tier participant (Bidder/Contractor), Transdev Services, Inc., certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE *Richard M. Alexander*  
 TITLE Richard M. Alexander - Senior Vice President Business Development  
 COMPANY Transdev Services, Inc.  
 DATE 12.15.2015

State of ILLINOIS

County of DuPage

Subscribed and sworn to before me this 15 day of DECEMBER, 20 15.



Notary Public *Sheila A Gregory*  
 My Appointment Expires 3/27/19

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 12.15.2015

SIGNATURE *Richard M. Alexander*

TITLE Richard M. Alexander - Senior Vice President Business Development

COMPANY Transdev Services, Inc.

State of ILLINOIS

County of DUPAGE

Subscribed and sworn to before me this 15 day of DECEMBER, 20 15

Notary Public *Sheila Gregory*

My Appointment Expires 3/27/19



# Exceptions



Exceptions

# Exceptions

We appreciate the opportunity to present optional services to the City. Below we have outlined several potential additional services as requested in the RFP. We welcome the chance to discuss these services with you further. Savings and costs associated with these options can be found in the pricing pages.

## Optional Services

### Weekend Customer Service Coverage

To meet the weekend customer service needs as described in the RFP, we are proposing two part-time Customer Service Representatives who will report to the Operations/Safety Manager. All customer service representatives will participate in Transdev's Going for Green!™ Customer Service Training and our Comprehensive Customer Feedback and Relationship Program created exclusively for the transit industry.

### Full Customer Service Coverage

To meet the full customer service needs as described in the RFP, we are proposing three full-time Customer Service Representatives who will report to the Operations/Safety Manager. As stated above, all Customer Service Representatives will participate in Transdev's Going for Green!™ Customer Service Training and our Comprehensive Customer Feedback and Relationship Program created exclusively for the transit industry.

### Transit Information Technology Systems (ITS) Solution

Transdev is proposing to provide and install StrataGen's ADEPT Information Technology System (ITS). This well-proven, public transit ITS hardware and software meets and/or exceeds the requirements stated in the RFP.

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

As the system continues to grow, bus stop maintenance will become an increasing issue. From our experience in various other properties, the cleanliness of bus stops and shelters will be noticed by both riders and the general public. Stops near residences and business will reflect on those owners and they will expect them to be maintained. We would propose to use a full-time facility grounds keeper for individual stop maintenance. In addition, we will create an internal program for operators to report any stops that require special attention to ensure any unforeseen occurrence will be addressed immediately. As we currently do not know the level of supplies needed, we would recommend that they are simply passed through to the city with receipts attached to our monthly invoices. Additional fuel expenses, labor and equipment will be included in the rate per hour.

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

In order to provide turnkey cleaning and custodial maintenance of the entire Rider Transit Center as described in the RFP, we are proposing one full-time custodial position. Hourly rate includes all associated cost and custodial maintenance supplies.

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

Transdev is proposing to subcontract the Transit Center Landscaping Service to Concord Landscaping, a locally owned company to fully service the landscaping needs of the facility as described in the RFP.

# Appendix



Appendix

# Appendix

- Key Personnel Resumes

## CD Appendix

- Transdev Safety Manual
- Transdev Maintenance Manual



## **ROBERT SCOTT MCCLELLAN**

### **Professional Experience:**

**2001 – Present      Transdev Services, Inc., Go Raleigh Transit – Raleigh, NC  
General Manager**

- › Serve as General Manager and manage staff that includes Directors of Operations, Maintenance, Human Resources, Safety, and Finance, and oversee operations that include 220 employees, a \$21 million operating budget, and a fleet of 90 revenue vehicles. Service operates seven days per week including traditional fixed route and peak hour commuter services.
- › Responsible for the daily management of transit service for the City of Raleigh.
- › Plan and implement programs to meet client expectations which include very high expectations for Customer Service.
- › Responsible for achieving corporate expectations in a variety of areas including financial, human resources, safety, environmental, and sustainability.
- › Monitor key performance indicators and audit various programs.
- › Manage labor relations with Amalgamated Transit Union Local 1328.
- › Oversaw deployment of many technology projects including registering fareboxes, talking bus, automated vehicle location, real-time passenger information signage, security cameras, and driving simulator.

**1986 – 2001      Transportation Department, Town of Chapel Hill, NC  
Assistant Director**

- › Served as Interim Transportation Director between April and October 2000.
- › Provided daily support in managing the department and routinely assumed Director's duties in his absence, which involved extensive contact with citizens and other agencies.
- › Provided direction to departmental staff to make sure appropriate services were provided to the community.
- › Coordinated preparation of annual budget totaling over 7.0 million dollars.

- › Allocated budgeted expenditures and revenues between the Towns of Chapel Hill and Carrboro and the University of North Carolina.
- › Negotiated, planned, and evaluated service levels with officials from the Town of Carrboro and the University of North Carolina.
- › Provided staff assistance to the Chapel Hill Transportation Board.
- › Directed special assignments including use of consultants and contractors, which often involved managing project budgets over \$500,000.
- › Coordinated transportation involvement in special events/projects with other town departments, for example, Halloween and other spontaneous events that impact on Town services, as well as weather-related emergencies.

**1978 – 1986**

**Virginia Department of Transportation  
Rail and Public Transportation Division  
Principal Transportation Engineer**

- › Served as Principal Transportation Engineer and promoted several times with increased levels of responsibility. The primary function of the division was to administer federal and state grants and to provide technical assistance to local transportation providers.

**Educational Experience:**

- › Business Administration, Chowan College, Murfreesboro, NC (1976-1977)

**Professional Education:**

- › ATC University for General Managers
- › Municipal Administration, Institute of Government, University of North Carolina
- › Interactive Management, Town of Chapel Hill Personnel Department
- › Transit Management Workshop, University of Wisconsin-Milwaukee



**Professional Associations:**

- › Board Member, President, Vice President, and Treasurer, North Carolina Public Transportation Association (NCPTA) (1993-2006)
- › Worked with North Carolina Division of Motor Vehicles to establish the North Carolina Transit Driver Notification Systems which resulted in transit systems in the state gaining direct access to their employees' driver's license information and receiving written notification of any changes in license status.
- › Worked with the North Carolina General Assembly on legislation to further enforce federal drug and alcohol regulations.

## ALLEN DAVIS

### Professional Experience:

- 2006 – Present**      **Transdev Services, Inc.**  
**General Manager, Northern Illinois University Huskie Lines**
- › Responsible for safe, efficient, reliable and customer-focused daily operations for NIU's Huskie Line campus transit services; a 24-vehicle service operating in a nine square mile service area and providing nearly 2 million trips annually.
  - › Manage 80 full and part-time operations and maintenance employees, approximately 85% of which are students.
  - › Coordinate closely with University staff in regard to any changes, service enhancements or special events.
  - › Responsible for overseeing all route creation.
- 1990 – 2006**      **Transdev Services, Inc.**  
**Operations Manager, Northern Illinois University Huskie Lines**
- › Coordinated Administrative, Operations and Maintenance Departments.
  - › Responsible for safe, efficient, reliable and customer-focused daily operation of 18 transit buses.
  - › Oversaw Operators and Supervisors.
  - › Worked with General Manager on creating new routes as needed.
  - › Responsible for customer relations.
  - › Maintained strong working relationships with NIU staff.
  - › Also served as Dispatcher/Supervisor
- 1978 – 1989**      **Long's Bus Company**  
**Dispatcher**
- › Responsible for managing 28 vehicles in service.
  - › Oversaw 22 Operators and staff.
  - › Responsible for customer relations.

### Educational Experience:

- › Kishwaukee Community College, Data Processing and Business Basics

## TOM HOBLIN

### Professional Experience:

2006 – Present

Transdev Services, Inc. (Veolia Transportation) – Mesa, AZ  
Lead Foreman/Foreman

- › Manage the fixed-route and paratransit service for the Regional Public Transit Authority (RPTA) for Valley Metro.
- › Prioritize vehicle repairs with a focus on ensuring vehicle availability and safety for both services.
- › Ensure periodic maintenance is performed on time and in compliance with all federal regulations.
- › Monitor performance of all technicians and foremen for safe valid repairs.
- › Work with foremen, focusing on the entry of consistent and accurate information into the vehicle tracking software.
- › Monitor service and performance levels continuously to maintain and operate at a service level that is well above average.
- › Analyze performance statistics and develop contingency plans for deficient areas.
- › Provide technical and strategic plans to elevate the performance of the contract.
- › Manage staff of 42 technicians and 4 foremen to efficiently maintain 237 service vehicles. Monitor a \$7 million dollar annual budget.
- › Respond to client needs and ensure contractual obligations are being met in efforts to maintain and continuously improve client/contractor relationship.
- › Serve as the Committee Lead for the DRIVE (a comprehensive safety initiative) at the Mesa location.
- › Improved the amount of open work orders on equipment. No work order is open beyond the next PMI.
- › Improved profitability through incentives paid for miles between road calls and open work orders.
- › Reorganized the parts department with a focus on parts accountability and obsolete parts and reduced inventory by \$85,000.

**2005 – 2006**

**MA Motorsports – Mesa, AZ  
Shop Supervisor/Technician/Fabricator**

- › Designed and installed custom exhaust and turbo kits for automotive applications both foreign and domestic.
- › Worked directly with customers and vendors to provide a superior customer service experience.
- › Supervised all employees in the shop for accuracy and quality of work performed.
- › Handled ordering parts, supplies, shipping, and inventories.

**2004 – 2005**

**Bondurant School of High Performance Driving – Chandler AZ  
Technician**

- › Performed diagnosis, preventative maintenance, and repairs on all of the school's vehicles.
- › Specialized in suspension, manual transmission, and rear end repairs.
- › Was factory trained on repairing TREMEC transmissions.
- › Handled repairs on custom hydraulic systems used on skid cars.

**2003 – 2004**

**MV Transportation – Phoenix, AZ  
Technician**

- › Performed diagnosis, preventative maintenance, and repairs on paratransit vehicles.
- › Installed global positioning tracking systems and 2-way radios on all new equipment.
- › Performed annual inspections required by the Department of Transportation.
- › Performed in-service inspections on all new equipment prior to being placed in service.
- › Performed road calls on all paratransit vehicles, as needed.

**1999 – 2003**

**United States Army, Third Infantry Division, Fort Stewart, Georgia  
Technician to Non Commissioned Officer in Charge**

- › Served as the Section NCOIC during Operation Iraqi Freedom/Operation Enduring Freedom.
- › Maintained a combat readiness of 100%.

- › Maintained heavy and light wheel fleet for 130 vehicles on a Battery and Battalion level.
- › Supervised fleet and ensured all preventative maintenance was performed on time along with repairs and ordering parts.
- › Served as the lead wheel recovery operator for 130 vehicles on a Battery and Battalion level.
- › Performed equipment inventory.

### **Educational Experience:**

- › Associate Degree of Occupational Studies, Automotive Technology – Universal Technical Institute (included Ford accelerated credential training), Graduated with Honors
- › Technical Training, Diesel and Electrical for Heavy Wheel Equipment – United States Army, Fort Jackson, SC

### **Professional Certifications/Training:**

- › Veolia Management Assistance Program, Management Training
- › Veolia Supervisory Assistance Program, Supervisory Training
- › FEMA NIMS Training
- › ASE Certificates in Transit Series H1, H2, H3
- › National Gas Vehicle Institute CNG Trained Inspector
- › EPA Certified Section 609
- › Ford Service Technician, Specialty Training credentials
- › Monroe Ride Expert
- › MOOG Certified
- › Certified ALLDATA Automotive Information Specialist
- › UTI Sun Oscilloscope Operator and Emissions Tester

### **Software Proficiency:**

- › RTA (Ron Turley and Associates, maintenance tracking software)
- › Adobe Photoshop and large format Roland decal printer
- › Microsoft Office Suite

## **DON CHAPMAN**

### **Professional Experience:**

**1999 – Present      UMass Transit Services – Amherst, MA**

#### **Coordinator of Safety and Training, 2001 – Present**

- › Coordinate and implement the safety and training programs for the University of Massachusetts Transit Service.
- › Hire and license all new bus drivers for the department.
- › Initiated a new short 3-week training course in 2014 as a result of a new summer housing program on the UMass campus for trainees, which allowed us to produce 25 new drivers over the summer versus the previous amount of 5 new operators.
- › Assisted in the development of departmental systems, policies, procedures, and new approaches that continually support, foster, and ensure continuous improvement and a commitment to customer service that meets the needs of a diverse campus community.
- › Serve as UMTS Equal Employment Opportunity Officer and Drug and Alcohol Program Manager.

#### **Bus Operator/Trainer, 1999 – 2001**

- › Transported people safely on the UMass campus.
- › Trained new bus operators.

### **Professional Education/Certifications:**

- › FEMA Security Emergency Management Exercise (2004)
- › DOT Transit Safety and Security Program June (2010)
- › FTA Fundamentals of Bus Collision Investigation (2010,14) (2)
- › FEMA Incident Command Training: ICS 100, 100.HE, 200, 700. IS106.10, 240, 241, 242, 546a, 800b, 801 (2010)
- › National Safety Council Fleet Safety Certification (2010)
- › FTA Strategic Counter Terrorism for Transit Managers (2010)
- › TSI Substance Abuse Management and Program Compliance (2010)



- › FTA Reasonable Suspicion Supervisor Training (2014)
- › TSI Instructors Course (2015)
- › UMass Respectful Workplace Guidelines and Responsibilities
- › University of Massachusetts Certificate of Recognition (2)

**Educational Experience:**

- › B.S. in Environmental Biology – University of Massachusetts, Amherst

# Company Portfolio / Annual Report

## Financial Viability

With annual revenue of nearly \$1.4 billion, Transdev's financial strength and stability are unparalleled. We have the financial wherewithal to fund all ongoing operations and maintenance throughout the term of this agreement; there are no known or impending financial constraints that would inhibit Transdev from doing so.

## Audited Financial Reports

Transdev's most recent audited financial statements from the past five years have been included on the CD Appendix.

## Credit References

Bank of America  
540 W. Madison Street  
Chicago, IL 60661  
Phone 312-992-9038  
Contact name: Matthew Walt

Aon Risk Solutions  
200 E. Randolph Street, 13th Floor  
Chicago, IL 60601  
Phone 312-381-4274  
Contact name: David Rosko

## On-Going Projects

Transdev has over 120 transit projects in North America including many fixed route and paratransit operations. Our current on-going project list is included on the following pages.

Client Name	Address	City	State	Zip Code	Phone	Services Provided	Number of Fixed Route Vehicles	Number of Paratransit & Other Vehicles	Transit Year Start
Aviation Valley Transit Authority	42210 6th Street West	Lancaster	CA	93534	(661) 729-2208	Brokerage	0	0	2014
Antelope Valley Transit Authority	42210 6th Street West	Lancaster	CA	93534	(661) 729-2208	Fixed Route, Commuter	68	0	2006
Baltimore Charm City Connector	417 E Fayette St, Rm. 508	Baltimore	MD	21202	(410) 324-8369	Fixed Route	30	0	2009
Baltimore City Health Department	211 E 25th St	Baltimore	MD	21202	(410) 395-2714	Paratransit	0	40	1994
Baltimore College Town Network	1001 E Fayette St	Baltimore	MD	21212	(410) 532-3030	Fixed Route	5	0	2010
Barnes Jewish Hospital	4363 Clanton Ave, Suite 120	St Louis	MO	63110	(314) 362-0475	Fixed Route, Employer Shuttle	20	0	1997
Boston Public School System	26 Court Street, 4th Floor	Boston	MA	02108	(617) 635-8055	Student Transportation	0	825	2013
Bulte Regional Transit	2586 Sierra Sunrise Terrace, Suite 100	Chico	CA	95928	(530) 870-2468	Fixed Route, Paratransit	50	28	1987
Capital Area Transit	222 W Hargett Street	Raleigh	NC	27601	(919) 850-3448	Fixed Route, Paratransit	90	0	1998
Central Midlands Regional Transit Authority	3613 Lucas Rd	Columbia	SC	29201	(803) 255-7133	Fixed Route, Paratransit	55	21	2002
Charleston Area Regional Transit Authority	36 John Street	Charleston	SC	29403	(843) 720-3961	Fixed Route, Paratransit	103	21	1989
City of Phoenix Aviation Department	3400 E Sky Harbor Blvd, Ste 3300	Phoenix	AZ	85034	(602) 273-2751	Airport Service	107	0	1989
City of Phoenix Public Transit Department	101 North First Avenue, Suite 1300	Phoenix	AZ	85003	(602) 534-5765	Fixed Route	314	0	1972
City of Tucson	F.O. Box 27213	Tucson	AZ	85726	(520) 794-4374	Fixed Route, Paratransit	180	125	1999
Cobb County Dept. of Transportation	463 Commerce Drive, Suite 114	Marietta	GA	30060	(770) 520-7100	Fixed Route, Paratransit, Commuter	105	30	2000
Denver Regional Transportation District	1800 Blake Street	Denver	CO	80202	(303) 299-2839	Fixed Route	149	0	2005
DeSoto County Board of County Commissioners	201 E. Oak Street, Suite 202	Arcadia	FL	34288	(853) 993-4858	Brokerage	0	0	1997
East Bay Brokerage	1600 Franklin Street	Oakland	CA	94612	(510) 891-7213	Brokerage, Paratransit	0	203	1995
Essex County, New Jersey	900 Bloomfield Avenue	Yonkers	NY	07044	(973) 395-8372	Paratransit	0	30	2014
Football Transit	100 S. Vincent Avenue # 200	West Covina	CA	91790	(626) 931-7201	Fixed Route, BRT	125	0	2014
Georgia Regional Transit Authority	245 Peachtree Center Ave, NE, Ste 600	Atlanta	GA	30303	(404) 463-3010	Fixed Route, Commuter Service	90	0	2007
Greater Allegheny Taunton RTA	10 Oak Street, 2nd Floor	Taunton	MA	02780	(508) 823-8028	Fixed Route, Paratransit	46	25	2004
Greater Bridgeport Transit Authority	1 Cross Street	Bridgeport	CT	06610	(203) 366-7070	Paratransit	0	28	1999
Greensboro Transit Authority	320 E. Friendly Ave	Greensboro	NC	27401	(336) 373-2820	Fixed Route, Paratransit	57	45	1998
Gwinnett County Transit	75 Langley Drive	Lawrenceville	GA	30045	(770) 822-7401	Fixed Route, Paratransit, Commuter	84	10	2005
Jefferson Transit	21 Westbank Expressway	Gretna	LA	70053	(504) 364-3450	Fixed Route, Paratransit	46	16	1949
Kansas City Area Transportation Authority	1350 East 17th Street	Kansas City	MO	64108	(816) 345-0986	Brokerage, Paratransit	0	78	2008
King County Department of Transportation - Access	821 2nd Ave, MS 134	Seattle	WA	98104	(206) 205-5570	Paratransit	0	219	1996
Longmont Transit Authority	203 Student Center	Longmont	KY	40506	(859) 267-8867	Fixed Route, Paratransit	72	49	2003
Liberty County Transit	115 East M. L. King, Jr. Dr	Hircoville	GA	31713	(912) 369-3303	Fixed Route	9	0	2010
Los Angeles County Metropolitan Transportation Authority	100 Gateway Plaza, Procurement Department, 9th Floor	Los Angeles	CA	90012	(213) 922-7451	Fixed Route	55	0	2008
Los Angeles Dept. of Trans. Mtd City Dash (12 & 6)	221 N Figueroa Street Suite 500	Los Angeles	CA	90012	(213) 928-9749	Fixed Route	23	0	2006
Loudoun County Transit	1 Harrison St SE, Third Floor	Leesburg	VA	20176	(703) 737-8086	Commuter	45	0	2005
Manland Transit Administration	4201 Patterson Ave	Baltimore	MD	21215	(410) 226-0781	Paratransit	0	192	1988
Metrolink Area Express	1010 Tenth Street	Modesto	CA	95303	(209) 577-3295	Fixed Route, Paratransit	56	0	2012

Client Name	Address	City	State	Zip Code	Phone	Services Provided	Number of Fixed Route Vehicles	Number of Paratransit & Other Vehicles	Transdev Client Since
Napa County Transp. & Planning Agency	707 Randolph Street, Suite 100	Napa	CA	94559	(707) 259-8631	Fixed Route, Paratransit	46	29	2008
Nassau Inter-County Express	1650 Franklin Avenue, Room 216	Mineola	NY	11501	(516) 671-3140	Fixed Route, Paratransit	360	96	2012
Nebraska Department of Health & Human Services	301 Centennial Mall South	Lincoln	NE	68509	(402) 471-9530	Brokara, Medical Transportation	0	0	2016
New Jersey Transit	1 Penn Plaza East	Newark	NJ	07105	(973) 491-7840	Fixed Route	25	0	2006
New Orleans Regional Transit Authority	2817 Canal Street	New Orleans	LA	70119	(504) 827-8330	Fixed Route, Commuter Service, Paratransit, Street Car, Ferry	206	45	2008
Northern Illinois University	Campus Life Building, 160 NU	DeKalb	IL	60116	(815) 763-6707	Fixed Route, University Service	24	0	1971
Port Authority of Allegheny County	345 6th Ave.	Pittsburgh	PA	15222	(412) 566-5586	Brokara, Paratransit	NA	NA	1979
Prince George's County Transit	9400 Peggerecorn Pl	Largo	MD	20774	(301) 883-5585	Fixed Route	88	0	2001
Reading Area Bus Authority	777 Cypress Avenue	Reading	PA	98001	(610) 245-7116	Fixed Route, Paratransit	29	19	1997
Regional Transit Commission of Southern Nevada	600 S. Grand Central Plaza, Suite 300	Las Vegas	NV	89105	(702) 776-1770	Paratransit	0	308	2014
Revel Parkers Transit Authority	SCDPC P.O. Box 1870	Gray	LA	70389	(505) 851-2900	Paratransit	0	5	2009
Riverside Transit Agency	1825 Third Street	Riverside	CA	92517	(951) 565-5184	Paratransit	0	98	2014
San Diego Metropolitan Transit System	100 16th Street	San Diego	CA	92101	(619) 238-0100	Fixed Route	283	0	1992
San Francisco Municipal Transportation Agency	1 S Van Ness Ave, 3rd Floor	San Francisco	CA	94103	(415) 701-4485	Brokara	0	87	2000
San Francisco Municipal Transportation Agency	1 S Van Ness Ave, 3rd Floor	San Francisco	CA	94103	(415) 701-4485	Paratransit	0	122	2014
San Jose Airport	1701 Airport Blvd, Ste B-1130	San Jose	CA	95110	(408) 382-3512	Fixed Route, Airport Shuttle	38	0	2000
Sonorita County Transit	355 W Robles Ave	Santa Rosa	CA	95407	(707) 585-7516	Fixed Route, Paratransit	49	16	1989
St. Louis University Hospital	3655 Vista Avenue	St. Louis	MO	63110	(314) 268-0399	Fixed Route, Employer Shuttle	3	0	2003
Stanford University	340 Rowan St/ing	Palo Alto	CA	94306	(650) 736-1619	Fixed Route, University Service	31	0	2009
Texas State University	601 University Drive	San Marcos	TX	78666	(512) 243-2521	Fixed Route, University Service	45	0	2010
Union County Dept. of Human Services	Union County Administrative Bldg, 2nd Fl	Fairfield	NJ	07207	(908) 627-4809	Paratransit	0	53	2010
University of Central Florida	4000 Central Florida Blvd	Orlando	FL	32816	(407) 823-1371	Fixed Route, University Service	48	0	2014
Valley Regional Transit	630 N Main St, Suite 230	Mandan	ND	58542	(701) 776-7277	Fixed Route, Paratransit	29	19	2005
Victor Valley Transit Authority	1741 E. South Park Avenue	Hesperia	CA	92345	(760) 948-4330	Fixed Route, Paratransit	11	40	1988
Washington Metropolitan Area Transportation Authority	600 FRII Street, N.W	Washington	DC	20001	(202) 962-2100	Paratransit	0	300	2013
Washington University	1 Crookings Drive, Campus Box 1220	St. Louis	MO	63130	(314) 932-9708	Fixed Route, University Service	4	0	2006
Waushara Metro Transit Commission	2311 Badger Drive	Waushara	WI	53188	(262) 524-3636	Fixed Route, Paratransit	66	7	2000
Winston-Salem Transit Authority	100 E 1st Street	Winston-Salem	NC	27101	(336) 747-6867	Fixed Route, Paratransit	23	25	1972
Yolo County Transportation District	360 Industrial Way	Woodland	CA	95776	(530) 663-0816	Fixed Route, Paratransit, Commuter	51	10	2006
York Region Transit	50 High Tech Road 5th Floor	Richmond Hill	ON	L4B4N7	(905) 782-1282	Fixed Route	127	16	2005
Yuba Sutter Transit Authority	2400 B Street	Marysville	CA	95901	(530) 634-0800	Commuter Service, Fixed Route, Paratransit	35	15	1980

## **Pending Litigation**

Transdev Services, Inc. and its affiliated companies operate multiple modes of transportation pursuant to hundreds of contracts throughout the North America. Transdev has not been a party to any legal proceedings, as a plaintiff or defendant, involving a contract dispute with a public authority or any other owner of a contract for transportation services. In addition, Transdev employs nearly 20,000 employees in North America, operates hundreds of buses and other vehicles in its many operations and transports millions of passengers annually. In the normal course of its business, despite an excellent safety record, Transdev is a party to claims and legal proceedings primarily concerning small third party claims for injuries and damages alleged to have occurred in the provision of transportation services and employee claims involving personnel and labor relations issues. None of these claims or proceedings is material to our financial condition or ability to perform the services which are the subject of the current Request for Proposals.

## **Bankruptcy**

There are no past, current or pending financial/legal issues that would jeopardize Transdev's ability to provide services per the requirements of the RFP at the prices quoted. Transdev has never voluntarily or involuntarily filed for bankruptcy.



# COST

PROPOSAL TO PROVIDE

Fixed Route (Rider) and ADA Paratransit Services for the  
Concord Kannapolis Area

2015



# Cost Proposal

## 7.5 Proposed Costs

Please note Form Six, Cost Proposal, is included in this package.

## 7.6 Proposing Organization's Financial Qualifications

### 7.6.1 Analytical Approach

Transdev has read the terms regarding the analytical techniques that the City of Concord will use to assess our financial strength and stability, which will focus on profitability, solvency and efficiency. All of Transdev's financial information related to this evaluation, including Exhibit A-Financial Resources Data Form, can be found in the separate sealed Cost Proposal package.

### 7.6.2 Performance Bond

Transdev has reviewed the requirements for the Performance Bond stated in the RFP from Exhibit B and have provided an attached **Certification Performance Bond** in this section.

### 7.6.3 Guarantor

It is not necessary for Transdev to propose a Guarantor as the financial standing of the company is strong.

### 7.6.4 Requests for Financial Information

***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;***

Please see Certificate of Insurance on the following page.

***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;***

Please see Transdev Services, Inc. audited financial statements for the past five years on the enclosed CD.

**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;**

Transdev Services, Inc. is not regulated by the SEC. Please see Transdev Services, Inc. most recent quarterly financial report enclosed.

**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:**

Transdev Services, Inc. has no conditions such as bankruptcy, pending litigation, planned office closures, or impending mergers that would impede its ability to successfully complete this project.

With annual revenue of nearly \$1.4 billion and a net positive value of more than \$2.5 million for each of the past three years, Transdev's financial strength and stability are unparalleled. We have the financial stability and experience to serve Concord Kannapolis throughout the term of the contract and beyond.

- **Years of providing bus services and paratransit services by the Service Provider and/or predecessor organization, and**

Transdev Services, Inc. and its predecessor organizations have been providing urban fixed-route and paratransit services for more than 100 years.

- **Whether or not the Service Provider (and/or predecessor and/or guarantor) has declared bankruptcy within the last five years.**

Transdev has not applied for credit protection under any bankruptcy proceeding over the past five (5) 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;**

Transdev Services, Inc. has no conditions such as bankruptcy, pending litigation, planned office closures or impending mergers that would impede its ability to successfully complete this project.

**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;**

Please see enclosed Dun & Bradstreet report.

**3. The prospectus or offering statement for the Service Provider's latest security or equity offering, if applicable;**

Not 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;**

Bank of America  
540 W. Madison Street  
Chicago, IL 60661  
Phone 312-992-9038  
Contact name: Matthew Walt

Aon Risk Solutions  
200 E. Randolph Street, 13th Floor  
Chicago, IL 60601  
Phone 312-381-4274  
Contact name: David Rosko

**5. The company name, contact person, telephone number, and fax number of at least two credit references from major suppliers/vendors;**

Gillig LLC  
P.O. Box 3008  
Haywood, CA 94540  
Phone 510-264-5068  
Contact name: Sonya Sepulveda

FleetPride  
10870 Kalama River Road  
Fountain Valley, CA 92708-6003  
Phone 361-883-4358 ext 3756  
Contact name: Mary Otwell

**6. Completion of the Financial Resources Data Form found as Exhibit A;**

The completed Financial Resources Data Form Exhibit A is enclosed.

**7.6.5 Litigation**

**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.**

Transdev Services, Inc. currently has no conditions, nor has had any conditions within the past five years, such as bankruptcy, pending litigation, planned office closures, or impending mergers that would impede its ability to successfully complete this project.

With annual revenue of nearly \$1.4 billion and a net positive value of more than \$2.5 million for each of the past three years, Transdev's financial strength and stability are unparalleled. We have the financial stability and experience to serve Concord Kannapolis throughout the term of the contract and beyond.

***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.***

No lawsuits have been filed during the past five 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.***

Transdev Services, Inc. and its affiliated companies operate multiple modes of transportation pursuant to hundreds of contracts throughout North America. In addition, Transdev employs 20,000 employees in North America, operates hundreds of buses and other vehicles in its many operations and transports millions of passengers annually. In the normal course of its business, despite an excellent safety record, Transdev is a party to claims and legal proceedings primarily concerning small third party claims for injuries and damages alleged to have occurred in the provision of transportation services and employee claims involving personnel and labor relations issues. None of these claims or proceedings is material to Transdev's financial condition or ability to perform the services which are the subject of the current Request for Proposals.

## **7.7 Other Considerations**

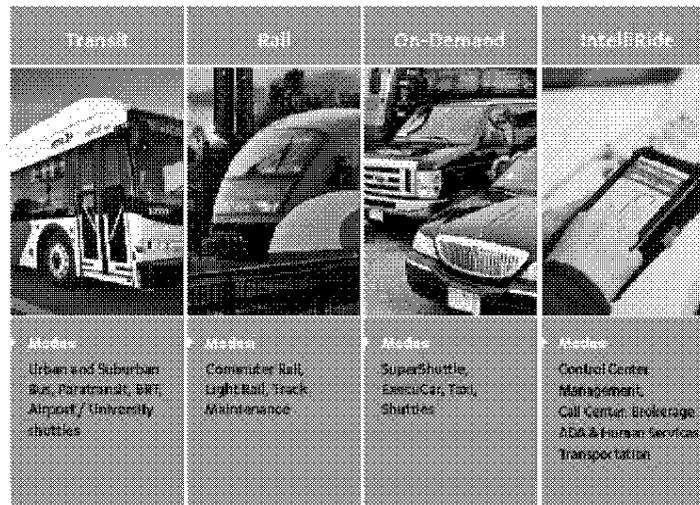
***(a) For each entity identified in Section 7.1, specify the entity's total revenue, number of employees, products and services, affiliated companies, and other descriptive information.***

Transdev's total annual revenue in 2014 was \$ 1,348,516,000

Transdev Services Inc. is a Maryland corporation with more than 100 years of experience in North America, delivering virtually every type of ground transportation services, including conventional fixed-route, ferry, paratransit, BRT, student transportation, university and airport shuttle, commuter rail, light rail, streetcar, taxicab

and limousine service with over 20,000 employees and contracts in more than 200 locations across the U.S.

Our North American corporate headquarters is in Lombard, IL, a western suburb of Chicago. We have satellite offices in Washington, DC; Phoenix, AZ and Montreal, Quebec as well as experts in all key disciplines located across North America.



Transdev operates as four divisions, working together to improve passenger transportation services.

**IntelliRide Division**

Transdev's IntelliRide division focuses on coordinating and brokering transportation services using local resources and managing them to serve paratransit, NEMT or student transportation.

**Transit Division**

The Transit Division is focused on providing the management, policies, procedures, and expertise to operate transit services and maintain fleets and equipment.

Transdev's Transit Division operates some of the largest and most sophisticated bus and paratransit networks in the U.S. and Canada, as your paratransit contractor in San Francisco and in cities of all sizes, including: Las Vegas, Nassau County (Long Island, NY), Phoenix, Denver, San Diego, Los Angeles, Seattle, Atlanta, Baltimore, suburban Washington, DC, Toronto, and Montreal.

### **On-Demand Division**

Transdev's On-Demand Division operates a variety of retail on-demand services, including airport shuttles, taxis, black car/sedan services, airline crew transfers, and more. Our familiarity with on-demand services enables us to understand and to better work with the Taxicab providers under the Brokerage contract.

### **Rail Division**

Transdev's Rail Division manages and operates leading commuter rail and street car networks in New Orleans, Miami, Cincinnati, Detroit, Atlanta, and San Diego.

***(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.***

Please see five years of audited financial statements and the Dun and Bradstreet report. Transdev Services, Inc. DUNS number is 00-280-6123.

***(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.***

Five years of audited financial statements are provided on the enclosed CD.

## Section 10

### Required Forms - Form Six

#### ATTACHMENT A COST PROPOSAL FORM Without Sunday Service

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.**

<p>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 9/30/2016. 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 below). The City reserves the right to increase or decrease service hours to meet the demand of the Service.</p>								
<b>Estimated Hours of Service for the Contract</b>								
	<b>Peak Vehicles</b>	<b>Start of Service</b>	<b>Estimated Annual Revenue Vehicle Hours</b>					
			<b>YEAR ONE</b>	<b>YEAR TWO</b>	<b>YEAR THREE</b>	<b>YEAR FOUR</b>	<b>YEAR FIVE</b>	
Fixed Route	7	7/1/2016	32,235	31,143	31,143	31,143	31,143	
<i>Proposed Rate</i>			<b>\$58.70</b>	<b>\$60.16</b>	<b>\$63.26</b>	<b>\$64.32</b>	<b>\$65.68</b>	
ADA Paratransit	3	7/1/2016	9,309	8,898	8,898	8,898	8,898	
<i>Proposed Rate</i>			<b>\$52.61</b>	<b>\$55.07</b>	<b>\$58.06</b>	<b>\$59.11</b>	<b>\$60.54</b>	
<b>Total</b>	<b>10</b>							
<b>Option Years:</b>								
	<b>Peak Vehicles</b>	<b>Start of Service</b>	<b>Estimated Annual Revenue Vehicle Hours</b>					
			<b>YEAR SIX</b>	<b>YEAR SEVEN</b>	<b>YEAR EIGHT</b>	<b>YEAR NINE</b>	<b>YEAR TEN</b>	
Fixed Route	7	7/1/2016	31,143	31,143	31,143	31,143	31,143	
<i>Proposed Rate</i>			<b>\$65.19</b>	<b>\$67.87</b>	<b>\$68.69</b>	<b>\$70.26</b>	<b>\$70.14</b>	
ADA Paratransit	3	7/1/2016	8,898	8,898	8,898	8,898	8,898	
<i>Proposed Rate</i>			<b>\$59.29</b>	<b>\$62.09</b>	<b>\$63.03</b>	<b>\$64.50</b>	<b>\$64.34</b>	
<b>Total</b>	<b>10</b>							

**Section 10 Required Forms - Form 6**  
**Annual Operations Costs**  
Fixed Route Without Sunday Service  
Annual Operating Budget

<u>Facility &amp; Maintenance Costs</u>	Year 1	Notes
Lease or acquisition cost	\$48,000	
Utilities	\$20,400	
Maintenance/Upkeep	\$9,000	
Property Taxes	\$6,000	
Janitorial & Trash Removal	\$2,700	
Bus Washer	\$0	
Misc. Tools	\$17,284	
Fuel Tank Purchase	\$0	
Fuel Tank Installation	\$0	
Parking Lot Paving Depreciation	\$0	
Bus Detailing	\$0	
Accident Repairs	\$5,907	
Tires	\$25,340	
Parts & Supplies	\$48,814	
Non-revenue vehicles & equipment service/repairs	\$3,250	
Bus Wash Supplies & Other Consumables	\$4,670	
Fuel - Non Revenue Vehicles	\$8,775	
Oil & Lubricants	\$14,120	
Misc. Shop Supplies	\$0	
Towing	\$1,360	
Out of Shop Repairs	\$5,430	
Environmental Services	\$1,300	
Uniforms & Tools	\$2,599	
Maint. Drug Testing & Physicals & Background Checks	\$116	
Radio Repairs	\$0	
Fare Box Repairs	\$0	
Tool & Equipment Rental	\$0	
Safety Equipment	\$0	
Maint. Incentive Programs	\$0	
Maint. Training/Certification	\$512	

**Section 10 Required Forms - Form 6**  
**Annual Operations Costs**  
Fixed Route Without Sunday Service  
Annual Operating Budget

<u>Operations Costs</u>	Year 1	Notes
Zonar Electronic Inspection System Fees	\$0	
Office Furniture & Equipment	0	
Computer Equipment	\$3,210	
Computer Software	\$0	
Legal Fees	\$0	
Payroll Processing	\$4,070	
Telephone (cell only)	\$4,800	
Insurance	\$104,622	
Printing	\$900	
Postage	\$900	
Office Supplies	\$3,000	
Permits/Licenses	\$1,200	
Driver Drug Testing & Physicals & Background Checks	\$4,110	
Driver Uniforms & License Allow.	\$2,420	
Operations Incentive Programs	\$0	
Safety & Training Supplies	\$2,500	
SmartDrive Clip Review	\$3,090	
DriveCam Mgmt	\$0	
Non-revenue Vehicle Leases	\$11,772	
Performance Bond	\$10,085	
Recruitment & Advertising Expenses	\$2,700	
Computer Supplies/Maint. Contracts	\$4,800	
Dues & Memberships	\$0	
Travel	\$4,800	
Internet Expense	\$6,000	
Local Community Involvement/Support	\$0	
Local Discretion/Misc.	\$0	
Working Capital	\$0	
Local Discretion	\$0	
Start Up Costs	\$63,133	
Facility Improvements	\$0	
Corporate Overhead	\$56,766	
Profit	\$37,844	
<hr/>		
<b>Non Personnel Expenses Total</b>	<b>\$558,299</b>	
<b>Personnel Costs (Wages and Benefits)</b>	<b>\$1,333,895</b>	
<b>Fully Allocated Annual Cost</b>	<b>\$1,892,194</b>	
<b>Rate per Hour</b>	<b>\$58.70</b>	

## Section 10 Required Forms - Form 6 Annual Operations Costs

ADA Paratransit Without Sunday Service

### Annual Operating Budget

<u>Facility &amp; Maintenance Costs</u>	<u>Year 1</u>	<u>Notes</u>
Lease or acquisition cost	\$0	
Utilities	\$0	
Maintenance/Upkeep	\$0	
Property Taxes	\$0	
Janitorial & Trash Removal	\$0	
Bus Washer	\$0	
Misc. Tools	\$0	
Fuel Tank Purchase	\$0	
Fuel Tank Installation	\$0	
Parking Lot Paving Depreciation	\$0	
Bus Detailing	\$0	
Accident Repairs	\$1,849	
Tires	\$7,930	
Parts & Supplies	\$15,285	
Non-revenue vehicles & equipment service/repairs	\$0	
Bus Wash Supplies & Other Consumables	\$1,460	
Fuel - Non Revenue Vehicles	\$0	
Oil & Lubricants	\$4,420	
Misc. Shop Supplies	\$0	
Towing	\$430	
Out of Shop Repairs	\$1,700	
Environmental Services	\$410	
Uniforms & Tools	\$751	
Maint. Drug Testing & Physicals & Background Checks	\$34	
Radio Repairs	\$0	
Fare Box Repairs	\$0	
Tool & Equipment Rental	\$0	
Safety Equipment	\$738	Smartdrive for paratransit vehicles
Maint. Incentive Programs	\$0	
Maint. Training/Certification	\$148	

**Section 10 Required Forms - Form 6**  
**Annual Operations Costs**  
 ADA Paratransit Without Sunday Service  
Annual Operating Budget

<u>Operations Costs</u>	<u>Year 1</u>	<u>Notes</u>
Zonar Electronic Inspection System Fees	\$0	
Office Furniture & Equipment	0	
Computer Equipment	\$0	
Computer Software	\$11,397	Ecolane software
Legal Fees	\$0	
Payroll Processing	\$0	
Telephone (cell only)	\$960	Tablet data plan
Insurance	\$20,137	
Printing	\$0	
Postage	\$0	
Office Supplies	\$0	
Permits/Licenses	\$0	
Driver Drug Testing & Physicals & Background Checks	\$1,390	
Driver Uniforms & License Allow.	\$333	
Operations Incentive Programs	\$0	
Safety & Training Supplies	\$0	
SmartDrive Clip Review	\$1,854	
DriveCam Mgmt	\$0	
Non-revenue Vehicle Leases	\$0	
Performance Bond	\$2,610	
Recruitment & Advertising Expenses	\$0	
Computer Supplies/Maint. Contracts	\$0	
Dues & Memberships	\$0	
Travel	\$0	
Internet Expense	\$0	
Local Community Involvement/Support	\$0	
Local Discretion/Misc.	\$0	
Working Capital	\$0	
Local Discretion	\$0	
Start Up Costs	\$16,548	
Facility Improvements	\$0	
Corporate Overhead	\$14,693	
Profit	\$9,795	
<hr/>		
<b>Non Personnel Expenses Total</b>	<b>\$114,871</b>	
<b>Personnel Costs (Wages and Benefits)</b>	<b>\$374,877</b>	
<b>Fully Allocated Annual Cost</b>	<b>\$489,748</b>	
<b>Rate per Hour</b>	<b>\$52.61</b>	

## Section 10 Required Forms - Form 6

### Fixed Route Wages and Benefits

Positions	#	Without Sunday Service		Total Annual Cost	Notes
		Wages (per hour)	Benefits (per hour)		
Operators					
- FT	14	\$15.18	\$3.72	\$548,625	
- PT	10	\$15.18	\$1.17	\$169,631	
Road/Street Supervisor					
- FT	3	\$15.80	\$4.61	\$115,472	100% Fixed Route
- PT	0	N/A	N/A	N/A	
Dispatch					
- FT	2	\$15.80	\$4.61	\$76,981	100% Fixed Route
- PT	0	N/A	N/A	N/A	
Reservationist/Scheduler					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Mechanic					
- FT	1.55	\$18.83	\$4.97	\$69,641	Allocated by % of rev. hours
- PT	0	N/A	N/A	N/A	
Fueler/Cleaner					
- FT	1.55	\$13.82	\$4.37	\$53,247	Allocated by % of rev. hours
- PT	0	N/A	N/A	N/A	
Operations Sup/Mgr.	0.5	\$23.70	\$5.55	\$27,581	Allocated 50/50%
Safety Sup/Mgr.	0.5	\$18.54	\$5.43	\$22,127	Allocated 50/50%
HR Generalist	0.78	\$19.46	\$5.04	\$35,851	Allocated by % of rev. hours
Maintenance Sup/Mgr.	0.78	\$28.48	\$6.86	\$50,615	Allocated by % of rev. hours
GM	0.78	\$30.66	\$16.70	\$67,845	Allocated by % of rev. hours
Payroll Taxes				\$96,280	
<b>Total Wages and Benefits Costs</b>				<b>\$1,333,895</b>	

## Section 10 Required Forms - Form 6 ADA Paratransit Wages and Benefits

Positions	#	Without Sunday Service		Total Annual Cost	
		Wages (per hour)	Benefits (per hour)		
Operators					
- FT	5	\$11.18	\$3.21	\$162,286	
- PT	0	N/A	N/A	N/A	
Road/Street Supervisor					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Dispatch					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Reservationist/Scheduler					
- FT	2	\$12.00	\$4.65	\$61,469	100% Paratransit
- PT	0	N/A	N/A	N/A	
Mechanic					
- FT	0.45	\$18.83	\$4.97	\$20,112	Allocated by % of rev. hours
- PT	0	N/A	N/A	N/A	
Fueler/Cleaner					
- FT	0.45	\$13.82	\$4.37	\$15,377	Allocated by % of rev. hours
- PT	0	N/A	N/A	N/A	
Operations Sup/Mgr.	0.5	\$23.70	\$5.55	\$27,581	Allocated 50/50%
Safety Sup/Mgr.	0.5	\$18.54	\$5.43	\$22,127	Allocated 50/50%
HR Generalist	0.22	\$19.46	\$5.04	\$10,354	Allocated by % of rev. hours
Maintenance Sup/Mgr.	0.22	\$28.48	\$6.86	\$14,617	Allocated by % of rev. hours
GM	0.22	\$30.66	\$16.70	\$19,594	Allocated by % of rev. hours
Payroll Taxes				\$21,360	
<b>Total Wages and Benefits Costs</b>				<b>\$374,877</b>	

## Section 10

### Required Forms - Form Six

#### ATTACHMENT A COST PROPOSAL FORM With Sunday Service

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.**

<p>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 9/30/2016. 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 below). The City reserves the right to increase or decrease service hours to meet the demand of the Service.</p>								
<b>Estimated Hours of Service for the Contract</b>								
	<b>Peak Vehicles</b>	<b>Start of Service</b>	<b>Estimated Annual Revenue Vehicle Hours</b>					
			<b>YEAR ONE</b>	<b>YEAR TWO</b>	<b>YEAR THREE</b>	<b>YEAR FOUR</b>	<b>YEAR FIVE</b>	
Fixed Route	7	7/1/2016	35,511	35,511	35,511	35,511	35,511	
<i>Proposed Rate</i>			<b>\$56.25</b>	<b>\$56.81</b>	<b>\$59.81</b>	<b>\$60.77</b>	<b>\$62.14</b>	
ADA Paratransit	3	7/1/2016	9,309	8,898	8,898	8,898	8,898	
<i>Proposed Rate</i>			<b>\$51.86</b>	<b>\$54.28</b>	<b>\$57.24</b>	<b>\$58.28</b>	<b>\$59.69</b>	
<b>Total</b>	<b>10</b>							
<b>Option Years:</b>								
	<b>Peak Vehicles</b>	<b>Start of Service</b>	<b>Estimated Annual Revenue Vehicle Hours</b>					
			<b>YEAR SIX</b>	<b>YEAR SEVEN</b>	<b>YEAR EIGHT</b>	<b>YEAR NINE</b>	<b>YEAR TEN</b>	
Fixed Route	7	7/1/2016	35,511	35,511	35,511	35,511	35,511	
<i>Proposed Rate</i>			<b>\$61.73</b>	<b>\$64.24</b>	<b>\$65.09</b>	<b>\$66.62</b>	<b>\$66.42</b>	
ADA Paratransit	3	7/1/2016	8,898	8,898	8,898	8,898	8,898	
<i>Proposed Rate</i>			<b>\$58.45</b>	<b>\$61.19</b>	<b>\$62.13</b>	<b>\$63.58</b>	<b>\$63.40</b>	
<b>Total</b>	<b>10</b>							

**Section 10 Required Forms - Form 6**  
**Annual Operations Costs**  
Fixed Route With Sunday Service  
Annual Operating Budget

<u>Facility &amp; Maintenance Costs</u>	Year 1	Notes
Lease or acquisition cost	\$48,000	
Utilities	\$20,400	
Maintenance/Upkeep	\$9,000	
Property Taxes	\$6,000	
Janitorial & Trash Removal	\$2,700	
Bus Washer	\$0	
Misc. Tools	\$17,284	
Fuel Tank Purchase	\$0	
Fuel Tank Installation	\$0	
Parking Lot Paving Depreciation	\$0	
Bus Detailing	\$0	
Accident Repairs	\$6,502	
Tires	\$27,900	
Parts & Supplies	\$53,744	
Non-revenue vehicles & equipment service/repairs	\$3,580	
Bus Wash Supplies & Other Consumables	\$5,140	
Fuel - Non Revenue Vehicles	\$8,775	
Oil & Lubricants	\$15,540	
Misc. Shop Supplies	\$0	
Towing	\$1,500	
Out of Shop Repairs	\$5,980	
Environmental Services	\$1,430	
Uniforms & Tools	\$2,654	
Maint. Drug Testing & Physicals & Background Checks	\$119	
Radio Repairs	\$0	
Fare Box Repairs	\$0	
Tool & Equipment Rental	\$0	
Safety Equipment	\$0	
Maint. Incentive Programs	\$0	
Maint. Training/Certification	\$523	

**Section 10 Required Forms - Form 6**  
**Annual Operations Costs**  
Fixed Route With Sunday Service  
Annual Operating Budget

<u>Operations Costs</u>	Year 1	Notes
Zonar Electronic Inspection System Fees	\$0	
Office Furniture & Equipment	0	
Computer Equipment	\$3,210	
Computer Software	\$0	
Legal Fees	\$0	
Payroll Processing	\$4,260	
Telephone (cell only)	\$4,800	
Insurance	\$112,123	
Printing	\$900	
Postage	\$900	
Office Supplies	\$3,000	
Permits/Licenses	\$1,200	
Driver Drug Testing & Physicals & Background Checks	\$4,170	
Driver Uniforms & License Allow.	\$2,420	
Operations Incentive Programs	\$0	
Safety & Training Supplies	\$2,500	
SmartDrive Clip Review	\$3,090	
DriveCam Mgmt	\$0	
Non-revenue Vehicle Leases	\$11,772	
Performance Bond	\$10,648	
Recruitment & Advertising Expenses	\$2,700	
Computer Supplies/Maint. Contracts	\$4,800	
Dues & Memberships	\$0	
Travel	\$4,800	
Internet Expense	\$6,000	
Local Community Involvement/Support	\$0	
Local Discretion/Misc.	\$0	
Working Capital	\$0	
Local Discretion	\$0	
Start Up Costs	\$64,742	
Facility Improvements	\$0	
Corporate Overhead	\$59,930	
Profit	\$39,953	
<hr/>		
<b>Non Personnel Expenses Total</b>	<b>\$584,688</b>	
<b>Personnel Costs (Wages and Benefits)</b>	<b>\$1,412,969</b>	
<b>Fully Allocated Annual Cost</b>	<b>\$1,997,657</b>	
<b>Rate per Hour</b>	<b>\$56.25</b>	

## Section 10 Required Forms - Form 6 Annual Operations Costs

ADA Paratransit With Sunday Service

### Annual Operating Budget

<u>Facility &amp; Maintenance Costs</u>	<u>Year 1</u>	<u>Notes</u>
Lease or acquisition cost	\$0	
Utilities	\$0	
Maintenance/Upkeep	\$0	
Property Taxes	\$0	
Janitorial & Trash Removal	\$0	
Bus Washer	\$0	
Misc. Tools	\$0	
Fuel Tank Purchase	\$0	
Fuel Tank Installation	\$0	
Parking Lot Paving Depreciation	\$0	
Bus Detailing	\$0	
Accident Repairs	\$1,849	
Tires	\$7,930	
Parts & Supplies	\$15,285	
Non-revenue vehicles & equipment service/repairs	\$0	
Bus Wash Supplies & Other Consumables	\$1,460	
Fuel - Non Revenue Vehicles	\$0	
Oil & Lubricants	\$4,420	
Misc. Shop Supplies	\$0	
Towing	\$430	
Out of Shop Repairs	\$1,700	
Environmental Services	\$410	
Uniforms & Tools	\$696	
Maint. Drug Testing & Physicals & Background Checks	\$31	
Radio Repairs	\$0	
Fare Box Repairs	\$0	
Tool & Equipment Rental	\$0	
Safety Equipment	\$738	Smartdrive for paratransit vehicles
Maint. Incentive Programs	\$0	
Maint. Training/Certification	\$137	

**Section 10 Required Forms - Form 6**  
**Annual Operations Costs**  
 ADA Paratransit With Sunday Service  
Annual Operating Budget

<u>Operations Costs</u>	<u>Year 1</u>	<u>Notes</u>
Zonar Electronic Inspection System Fees	\$0	
Office Furniture & Equipment	0	
Computer Equipment	\$0	
Computer Software	\$11,397	Ecolane software
Legal Fees	\$0	
Payroll Processing	\$0	
Telephone (cell only)	\$960	Tablet data plan
Insurance	\$19,913	
Printing	\$0	
Postage	\$0	
Office Supplies	\$0	
Permits/Licenses	\$0	
Driver Drug Testing & Physicals & Background Checks	\$1,390	
Driver Uniforms & License Allow.	\$333	
Operations Incentive Programs	\$0	
Safety & Training Supplies	\$0	
SmartDrive Clip Review	\$1,854	
DriveCam Mgmt	\$0	
Non-revenue Vehicle Leases	\$0	
Performance Bond	\$2,573	
Recruitment & Advertising Expenses	\$0	
Computer Supplies/Maint. Contracts	\$0	
Dues & Memberships	\$0	
Travel	\$0	
Internet Expense	\$0	
Local Community Involvement/Support	\$0	
Local Discretion/Misc.	\$0	
Working Capital	\$0	
Local Discretion	\$0	
Start Up Costs	\$16,548	
Facility Improvements	\$0	
Corporate Overhead	\$14,484	
Profit	\$9,656	
<hr/>		
<b>Non Personnel Expenses Total</b>	<b>\$114,195</b>	
<b>Personnel Costs (Wages and Benefits)</b>	<b>\$368,605</b>	
<b>Fully Allocated Annual Cost</b>	<b>\$482,799</b>	
<b>Rate per Hour</b>	<b>\$51.86</b>	

## Section 10 Required Forms - Form 6 Fixed Route Wages and Benefits

Positions	#	With Sunday Service		Total Annual Cost	Notes
		Wages (per hour)	Benefits (per hour)		
Operators					
- FT	15	\$15.15	\$3.65	\$599,042	
- PT	11	\$15.15	\$1.18	\$186,648	
Road/Street Supervisor					
- FT	3	\$15.80	\$4.61	\$115,472	100% Fixed Route
- PT	0	N/A	N/A	N/A	
Dispatch					
- FT	2	\$15.80	\$4.61	\$76,981	100% Fixed Route
- PT	0	N/A	N/A	N/A	
Reservationist/Scheduler					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Mechanic					
- FT	1.58	\$18.83	\$4.97	\$71,111	Allocated by % of rev. hours
- PT	0	N/A	N/A	N/A	
Fueler/Cleaner					
- FT	1.58	\$13.82	\$4.37	\$54,371	Allocated by % of rev. hours
- PT	0	N/A	N/A	N/A	
Operations Sup/Mgr.	0.5	\$23.70	\$5.55	\$27,581	Allocated 50/50%
Safety Sup/Mgr.	0.5	\$18.54	\$5.43	\$22,127	Allocated 50/50%
HR Generalist	0.79	\$19.46	\$5.04	\$36,608	Allocated by % of rev. hours
Maintenance Sup/Mgr.	0.79	\$28.48	\$6.86	\$51,684	Allocated by % of rev. hours
GM	0.79	\$30.66	\$16.70	\$69,278	Allocated by % of rev. hours
Payroll Taxes				\$102,067	
<b>Total Wages and Benefits Costs</b>				<b>\$1,412,969</b>	

## Section 10 Required Forms - Form 6 ADA Paratransit Wages and Benefits

Positions	#	With Sunday Service		Total Annual Cost	
		Wages (per hour)	Benefits (per hour)		
Operators					
- FT	5	\$11.18	\$3.21	\$162,286	
- PT	0	N/A	N/A	N/A	
Road/Street Supervisor					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Dispatch					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Reservationist/Scheduler					
- FT	2	\$12.00	\$4.65	\$61,469	100% Paratransit
- PT	0	N/A	N/A	N/A	
Mechanic					
- FT	0.42	\$18.83	\$4.97	\$18,641	Allocated by % of rev. hours
- PT	0	N/A	N/A	N/A	
Fueler/Cleaner					
- FT	0.42	\$13.82	\$4.37	\$14,253	Allocated by % of rev. hours
- PT	0	N/A	N/A	N/A	
Operations Sup/Mgr.	0.5	\$23.70	\$5.55	\$27,581	Allocated 50/50%
Safety Sup/Mgr.	0.5	\$18.54	\$5.43	\$22,127	Allocated 50/50%
HR Generalist	0.21	\$19.46	\$5.04	\$9,597	Allocated by % of rev. hours
Maintenance Sup/Mgr.	0.21	\$28.48	\$6.86	\$13,549	Allocated by % of rev. hours
GM	0.21	\$30.66	\$16.70	\$18,161	Allocated by % of rev. hours
Payroll Taxes				\$20,940	
<b>Total Wages and Benefits Costs</b>				<b>\$368,605</b>	

**Section 10**  
Required Forms - Form Six

**ATTACHMENT A**  
**COST PROPOSAL FORM**  
**Customer Service - Weekends**

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.**

<p>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 9/30/2016. 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 below). The City reserves the right to increase or decrease service hours to meet the demand of the Service.</p>						
	<b>Start of Service</b>	<b>YEAR ONE</b>	<b>YEAR TWO</b>	<b>YEAR THREE</b>	<b>YEAR FOUR</b>	<b>YEAR FIVE</b>
<i>Proposed Rate</i>	7/1/2016	<b>\$15,060</b>	<b>\$15,437</b>	<b>\$15,822</b>	<b>\$16,218</b>	<b>\$16,623</b>
<b>Option Years:</b>						
	<b>Start of Service</b>	<b>YEAR SIX</b>	<b>YEAR SEVEN</b>	<b>YEAR EIGHT</b>	<b>YEAR NINE</b>	<b>YEAR TEN</b>
<i>Proposed Rate</i>	7/1/2016	<b>\$17,039</b>	<b>\$17,465</b>	<b>\$17,902</b>	<b>\$18,349</b>	<b>\$18,808</b>

## Section 10 Required Forms - Form 6 Annual Operations Costs

Customer Service Weekends

Annual Operating Budget

<u>Facility &amp; Maintenance Costs</u>	Year 1	Notes
Lease or acquisition cost	N/A	
Utilities	N/A	
Maintenance/Upkeep	N/A	
Property Taxes	N/A	
Janitorial & Trash Removal	N/A	
Bus Washer	N/A	
Misc. Tools	N/A	
Fuel Tank Purchase	N/A	
Fuel Tank Installation	N/A	
Parking Lot Paving Depreciation	N/A	
Bus Detailing	N/A	
Accident Repairs	N/A	
Tires	N/A	
Parts & Supplies	N/A	
Non-revenue vehicles & equipment service/repairs	N/A	
Bus Wash Supplies & Other Consumables	N/A	
Fuel - Non Revenue Vehicles	N/A	
Oil & Lubricants	N/A	
Misc. Shop Supplies	N/A	
Towing	N/A	
Out of Shop Repairs	N/A	
Environmental Services	N/A	
Uniforms & Tools	N/A	
Maint. Drug Testing & Physicals & Background Checks	N/A	
Radio Repairs	N/A	
Fare Box Repairs	N/A	
Tool & Equipment Rental	N/A	
Safety Equipment	N/A	
Maint. Incentive Programs	N/A	
Maint. Training/Certification	N/A	

## Section 10 Required Forms - Form 6 Annual Operations Costs

Customer Service Weekends

### Annual Operating Budget

<u>Operations Costs</u>	Year 1	Notes
Zonar Electronic Inspection System Fees	N/A	
Office Furniture & Equipment	N/A	
Computer Equipment	N/A	
Computer Software	N/A	
Legal Fees	N/A	
Payroll Processing	N/A	
Telephone (cell only)	N/A	
Insurance	N/A	
Printing	N/A	
Postage	N/A	
Office Supplies	N/A	
Permits/Licenses	N/A	
Driver Drug Testing & Physicals & Background Checks	N/A	
Driver Uniforms & License Allow.	N/A	
Operations Incentive Programs	N/A	
Safety & Training Supplies	N/A	
SmartDrive Clip Review	N/A	
DriveCam Mgmt	N/A	
Non-revenue Vehicle Leases	N/A	
Performance Bond	N/A	
Recruitment & Advertising Expenses	N/A	
Computer Supplies/Maint. Contracts	N/A	
Dues & Memberships	N/A	
Travel	N/A	
Internet Expense	N/A	
Local Community Involvement/Support	N/A	
Local Discretion/Misc.	N/A	
Working Capital	N/A	
Local Discretion	N/A	
Start Up Costs	N/A	
Facility Improvements	N/A	
Corporate Overhead	\$452	
Profit	\$301	
<hr/>		
<b>Non Personnel Expenses Total</b>	<b>\$753</b>	
<b>Personnel Costs (Wages and Benefits)</b>	<b>\$14,307</b>	
<b>Fully Allocated Annual Cost</b>	<b>\$15,060</b>	

**Section 10 Required Forms - Form 6**  
**Fixed Route Wages and Benefits**

Positions	#	Customer Service Weekends		Total Annual Cost	Notes
		Wages (per hour)	Benefits (per hour)		
Operators					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Road/Street Supervisor					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Dispatch					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Reservationist/Scheduler					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Mechanic					
- FT	-	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Fueler/Cleaner					
- FT	0.00	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Operations Sup/Mgr.	0	N/A	N/A	N/A	
Safety Sup/Mgr.	0	N/A	N/A	N/A	
Customer Service Agent	0.50	\$12.00	\$0.83	\$13,104	
Maintenance Sup/Mgr.	0.00	N/A	N/A	N/A	
GM	0.00	N/A	N/A	N/A	
Payroll Taxes				\$1,203	
<b>Total Wages and Benefits Costs</b>				<b>\$14,307</b>	

## Section 10

### Required Forms - Form Six

#### ATTACHMENT A COST PROPOSAL FORM Customer Service - Full

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.

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	<b>Start of Service</b>	<b>YEAR ONE</b>	<b>YEAR TWO</b>	<b>YEAR THREE</b>	<b>YEAR FOUR</b>	<b>YEAR FIVE</b>
<i>Proposed Rate</i>	7/1/2016	<b>\$108,171</b>	<b>\$110,875</b>	<b>\$113,647</b>	<b>\$116,488</b>	<b>\$119,401</b>
<b>Option Years:</b>						
	<b>Start of Service</b>	<b>YEAR SIX</b>	<b>YEAR SEVEN</b>	<b>YEAR EIGHT</b>	<b>YEAR NINE</b>	<b>YEAR TEN</b>
<i>Proposed Rate</i>	7/1/2016	<b>\$122,386</b>	<b>\$125,445</b>	<b>\$128,581</b>	<b>\$131,796</b>	<b>\$135,091</b>

## Section 10 Required Forms - Form 6 Annual Operations Costs

Customer Service Full  
Annual Operating Budget

<u>Facility &amp; Maintenance Costs</u>	Year 1	Notes
Lease or acquisition cost	N/A	
Utilities	N/A	
Maintenance/Upkeep	N/A	
Property Taxes	N/A	
Janitorial & Trash Removal	N/A	
Bus Washer	N/A	
Misc. Tools	N/A	
Fuel Tank Purchase	N/A	
Fuel Tank Installation	N/A	
Parking Lot Paving Depreciation	N/A	
Bus Detailing	N/A	
Accident Repairs	N/A	
Tires	N/A	
Parts & Supplies	N/A	
Non-revenue vehicles & equipment service/repairs	N/A	
Bus Wash Supplies & Other Consumables	N/A	
Fuel - Non Revenue Vehicles	N/A	
Oil & Lubricants	N/A	
Misc. Shop Supplies	N/A	
Towing	N/A	
Out of Shop Repairs	N/A	
Environmental Services	N/A	
Uniforms & Tools	N/A	
Maint. Drug Testing & Physicals & Background Checks	N/A	
Radio Repairs	N/A	
Fare Box Repairs	N/A	
Tool & Equipment Rental	N/A	
Safety Equipment	N/A	
Maint. Incentive Programs	N/A	
Maint. Training/Certification	N/A	

## Section 10 Required Forms - Form 6 Annual Operations Costs

Customer Service Full  
Annual Operating Budget

<u>Operations Costs</u>	Year 1	Notes
Zonar Electronic Inspection System Fees	N/A	
Office Furniture & Equipment	N/A	
Computer Equipment	N/A	
Computer Software	N/A	
Legal Fees	N/A	
Payroll Processing	N/A	
Telephone (cell only)	N/A	
Insurance	N/A	
Printing	N/A	
Postage	N/A	
Office Supplies	N/A	
Permits/Licenses	N/A	
Driver Drug Testing & Physicals & Background Checks	N/A	
Driver Uniforms & License Allow.	N/A	
Operations Incentive Programs	N/A	
Safety & Training Supplies	N/A	
SmartDrive Clip Review	N/A	
DriveCam Mgmt	N/A	
Non-revenue Vehicle Leases	N/A	
Performance Bond	N/A	
Recruitment & Advertising Expenses	N/A	
Computer Supplies/Maint. Contracts	N/A	
Dues & Memberships	N/A	
Travel	N/A	
Internet Expense	N/A	
Local Community Involvement/Support	N/A	
Local Discretion/Misc.	N/A	
Working Capital	N/A	
Local Discretion	N/A	
Start Up Costs	N/A	
Facility Improvements	N/A	
Corporate Overhead	\$3,245	
Profit	\$2,163	
<hr/>		
<b>Non Personnel Expenses Total</b>	\$5,408	
<b>Personnel Costs (Wages and Benefits)</b>	\$102,763	
<b>Fully Allocated Annual Cost</b>	\$108,171	

**Section 10 Required Forms - Form 6**  
**Fixed Route Wages and Benefits**

Positions	#	Customer Service Full		Total Annual Cost	Notes
		Wages (per hour)	Benefits (per hour)		
Operators					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Road/Street Supervisor					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Dispatch					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Reservationist/Scheduler					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Mechanic					
- FT	-	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Fueler/Cleaner					
- FT	0.00	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Operations Sup/Mgr.	0	N/A	N/A	N/A	
Safety Sup/Mgr.	0	N/A	N/A	N/A	
Customer Service Agent	3.00	\$12.00	\$4.55	\$96,291	
Maintenance Sup/Mgr.	0.00	N/A	N/A	N/A	
GM	0.00	N/A	N/A	N/A	
Payroll Taxes				\$6,472	
<b>Total Wages and Benefits Costs</b>				<b>\$102,763</b>	

**Section 10**  
Required Forms - Form Six

**ATTACHMENT A**  
**COST PROPOSAL FORM**  
**Transit Information Technology Solution**

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.**

<p>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 9/30/2016. 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 below). The City reserves the right to increase or decrease service hours to meet the demand of the Service.</p>						
	<b>Start of Service</b>	<b>YEAR ONE</b>	<b>YEAR TWO</b>	<b>YEAR THREE</b>	<b>YEAR FOUR</b>	<b>YEAR FIVE</b>
<i>Proposed Rate</i>	7/1/2016	<u>\$24,686</u>	<u>\$7,854</u>	<u>\$8,050</u>	<u>\$8,252</u>	<u>\$8,458</u>
<b>Option Years:</b>						
	<b>Start of Service</b>	<b>YEAR SIX</b>	<b>YEAR SEVEN</b>	<b>YEAR EIGHT</b>	<b>YEAR NINE</b>	<b>YEAR TEN</b>
<i>Proposed Rate</i>	7/1/2016	<u>\$8,669</u>	<u>\$8,886</u>	<u>\$9,108</u>	<u>\$9,336</u>	<u>\$9,569</u>

**Section 10 Required Forms - Form 6**  
**Annual Operations Costs**  
 Transit Information Technology Solution  
Annual Operating Budget

<u>Facility &amp; Maintenance Costs</u>	Year 1	Notes
Lease or acquisition cost	N/A	
Utilities	N/A	
Contracted Landscaping Service	N/A	
Property Taxes	N/A	
Janitorial Supplies	N/A	
ITS System Implementation	\$8,375	
Ecolane SMS Implementation	\$7,797	
ITS Service/Support Minutes	\$4,680	
Ecolane SMS Annual Fee	\$2,599	
Parking Lot Paving Depreciation	N/A	
Bus Detailing	N/A	
Accident Repairs	N/A	
Tires	N/A	
Parts & Supplies	N/A	
Non-revenue vehicles & equipment service/repairs	N/A	
Bus Stop Supplies & Other Consumables	N/A	
Fuel - Non Revenue Vehicles	N/A	
Oil & Lubricants	N/A	
Misc. Shop Supplies	N/A	
Towing	N/A	
Out of Shop Repairs	N/A	
Environmental Services	N/A	
Uniforms & Tools	N/A	
Maint. Drug Testing & Physicals & Background Checks	N/A	
Radio Repairs	N/A	
Fare Box Repairs	N/A	
Tool & Equipment Rental	N/A	
Safety Equipment	N/A	
Maint. Incentive Programs	N/A	
Maint. Training/Certification	N/A	

**Section 10 Required Forms - Form 6**  
**Annual Operations Costs**  
 Transit Information Technology Solution  
Annual Operating Budget

<u>Operations Costs</u>	<u>Year 1</u>	<u>Notes</u>
Zonar Electronic Inspection System Fees	N/A	
Office Furniture & Equipment	N/A	
Computer Equipment	N/A	
Computer Software	N/A	
Legal Fees	N/A	
Payroll Processing	N/A	
Telephone (cell only)	N/A	
Insurance	N/A	
Printing	N/A	
Postage	N/A	
Office Supplies	N/A	
Permits/Licenses	N/A	
Driver Drug Testing & Physicals & Background Checks	N/A	
Driver Uniforms & License Allow.	N/A	
Operations Incentive Programs	N/A	
Safety & Training Supplies	N/A	
SmartDrive Clip Review	N/A	
DriveCam Mgmt	N/A	
Non-revenue Vehicle Leases	N/A	
Performance Bond	N/A	
Recruitment & Advertising Expenses	N/A	
Computer Supplies/Maint. Contracts	N/A	
Dues & Memberships	N/A	
Travel	N/A	
Internet Expense	N/A	
Local Community Involvement/Support	N/A	
Local Discretion/Misc.	N/A	
Working Capital	N/A	
Local Discretion	N/A	
Start Up Costs	N/A	
Facility Improvements	N/A	
Corporate Overhead	\$741	
Profit	\$494	
<hr/>		
<b>Non Personnel Expenses Total</b>	\$24,686	
<b>Personnel Costs (Wages and Benefits)</b>	\$0	
<b>Fully Allocated Annual Cost</b>	\$24,686	

## Section 10 Required Forms - Form 6

## Fixed Route Wages and Benefits

## Transit Information Technology Solution

Positions	#	Wages (per hour)	Benefits (per hour)	Total Annual Cost	Notes
Operators					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Road/Street Supervisor					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Dispatch					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Reservationist/Scheduler					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Mechanic					
- FT	-	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Fueler/Cleaner					
- FT	0.00	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Operations Sup/Mgr.	0	N/A	N/A	N/A	
Safety Sup/Mgr.	0	N/A	N/A	N/A	
Custodian	0.00	N/A	N/A	N/A	
Maintenance Sup/Mgr.	0.00	N/A	N/A	N/A	
GM	0.00	N/A	N/A	N/A	
Payroll Taxes				\$0	
Total Wages and Benefits Costs				\$0	

**Section 10**  
Required Forms - Form Six

**ATTACHMENT A**  
**COST PROPOSAL FORM**  
**Maintenance Option #1 - Bus Stop Infrastructure and Amenities**

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.**

<p>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 9/30/2016. 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 below). The City reserves the right to increase or decrease service hours to meet the demand of the Service.</p>						
	<b>Start of Service</b>	<b>YEAR ONE</b>	<b>YEAR TWO</b>	<b>YEAR THREE</b>	<b>YEAR FOUR</b>	<b>YEAR FIVE</b>
<i>Proposed Rate</i>	7/1/2016	<b>\$36,057</b>	<b>\$36,958</b>	<b>\$37,882</b>	<b>\$38,829</b>	<b>\$39,800</b>
<b>Option Years:</b>						
	<b>Start of Service</b>	<b>YEAR SIX</b>	<b>YEAR SEVEN</b>	<b>YEAR EIGHT</b>	<b>YEAR NINE</b>	<b>YEAR TEN</b>
<i>Proposed Rate</i>	7/1/2016	<b>\$40,795</b>	<b>\$41,815</b>	<b>\$42,860</b>	<b>\$43,932</b>	<b>\$45,030</b>

## Section 10 Required Forms - Form 6 Annual Operations Costs

### Maintenance Option #1 - Bus Stop Infrastructure and Amenities Annual Operating Budget

<u>Facility &amp; Maintenance Costs</u>	<u>Year 1</u>	<u>Notes</u>
Lease or acquisition cost	N/A	
Utilities	N/A	
Maintenance/Upkeep	N/A	
Property Taxes	N/A	
Janitorial & Trash Removal	N/A	
Bus Washer	N/A	
Misc. Tools	N/A	
Fuel Tank Purchase	N/A	
Fuel Tank Installation	N/A	
Parking Lot Paving Depreciation	N/A	
Bus Detailing	N/A	
Accident Repairs	N/A	
Tires	N/A	
Parts & Supplies	N/A	
Non-revenue vehicles & equipment service/repairs	N/A	
Bus Stop Supplies & Other Consumables	N/A	Pass-through of actual costs
Fuel - Non Revenue Vehicles	N/A	
Oil & Lubricants	N/A	
Misc. Shop Supplies	N/A	
Towing	N/A	
Out of Shop Repairs	N/A	
Environmental Services	N/A	
Uniforms & Tools	N/A	
Maint. Drug Testing & Physicals & Background Checks	N/A	
Radio Repairs	N/A	
Fare Box Repairs	N/A	
Tool & Equipment Rental	N/A	
Safety Equipment	N/A	
Maint. Incentive Programs	N/A	
Maint. Training/Certification	N/A	

## Section 10 Required Forms - Form 6 Annual Operations Costs

### Maintenance Option #1 - Bus Stop Infrastructure and Amenities Annual Operating Budget

<u>Operations Costs</u>	<u>Year 1</u>	<u>Notes</u>
Zonar Electronic Inspection System Fees	N/A	
Office Furniture & Equipment	N/A	
Computer Equipment	N/A	
Computer Software	N/A	
Legal Fees	N/A	
Payroll Processing	N/A	
Telephone (cell only)	N/A	
Insurance	N/A	
Printing	N/A	
Postage	N/A	
Office Supplies	N/A	
Permits/Licenses	N/A	
Driver Drug Testing & Physicals & Background Checks	N/A	
Driver Uniforms & License Allow.	N/A	
Operations Incentive Programs	N/A	
Safety & Training Supplies	N/A	
SmartDrive Clip Review	N/A	
DriveCam Mgmt	N/A	
Non-revenue Vehicle Leases	N/A	
Performance Bond	N/A	
Recruitment & Advertising Expenses	N/A	
Computer Supplies/Maint. Contracts	N/A	
Dues & Memberships	N/A	
Travel	N/A	
Internet Expense	N/A	
Local Community Involvement/Support	N/A	
Local Discretion/Misc.	N/A	
Working Capital	N/A	
Local Discretion	N/A	
Start Up Costs	N/A	
Facility Improvements	N/A	
Corporate Overhead	\$1,082	
Profit	\$721	
<hr/>		
<b>Non Personnel Expenses Total</b>	<b>\$1,803</b>	
<b>Personnel Costs (Wages and Benefits)</b>	<b>\$34,254</b>	
<b>Fully Allocated Annual Cost</b>	<b>\$36,057</b>	

**Section 10 Required Forms - Form 6**  
**Fixed Route Wages and Benefits**

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

Positions	#	Wages (per hour)	Benefits (per hour)	Total Annual Cost	Notes
Operators					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Road/Street Supervisor					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Dispatch					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Reservationist/Scheduler					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Mechanic					
- FT	-	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Fueler/Cleaner					
- FT	0.00	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Operations Sup/Mgr.	0	N/A	N/A	N/A	
Safety Sup/Mgr.	0	N/A	N/A	N/A	
Utility Worker	1.00	\$12.00	\$4.55	\$32,097	
Maintenance Sup/Mgr.	0.00	N/A	N/A	N/A	
GM	0.00	N/A	N/A	N/A	
Payroll Taxes				\$2,157	
<b>Total Wages and Benefits Costs</b>				<b>\$34,254</b>	

**Section 10**  
Required Forms - Form Six

**ATTACHMENT A**  
**COST PROPOSAL FORM**  
**Maintenance Option #2 - Transit Center Custodial**

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.

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	<b>Start of Service</b>	<b>YEAR ONE</b>	<b>YEAR TWO</b>	<b>YEAR THREE</b>	<b>YEAR FOUR</b>	<b>YEAR FIVE</b>
<i>Proposed Rate</i>	7/1/2016	<b>\$38,162</b>	<b>\$39,116</b>	<b>\$40,094</b>	<b>\$41,096</b>	<b>\$42,124</b>
<b>Option Years:</b>						
	<b>Start of Service</b>	<b>YEAR SIX</b>	<b>YEAR SEVEN</b>	<b>YEAR EIGHT</b>	<b>YEAR NINE</b>	<b>YEAR TEN</b>
<i>Proposed Rate</i>	7/1/2016	<b>\$43,177</b>	<b>\$44,256</b>	<b>\$45,363</b>	<b>\$46,497</b>	<b>\$47,659</b>

## Section 10 Required Forms - Form 6 Annual Operations Costs

### Maintenance Option #2 - Transit Center Custodial Annual Operating Budget

<u>Facility &amp; Maintenance Costs</u>	<u>Year 1</u>	<u>Notes</u>
Lease or acquisition cost	N/A	
Utilities	N/A	
Maintenance/Upkeep	N/A	
Property Taxes	N/A	
Janitorial Supplies	\$2,000	
Bus Washer	N/A	
Misc. Tools	N/A	
Fuel Tank Purchase	N/A	
Fuel Tank Installation	N/A	
Parking Lot Paving Depreciation	N/A	
Bus Detailing	N/A	
Accident Repairs	N/A	
Tires	N/A	
Parts & Supplies	N/A	
Non-revenue vehicles & equipment service/repairs	N/A	
Bus Stop Supplies & Other Consumables	N/A	
Fuel - Non Revenue Vehicles	N/A	
Oil & Lubricants	N/A	
Misc. Shop Supplies	N/A	
Towing	N/A	
Out of Shop Repairs	N/A	
Environmental Services	N/A	
Uniforms & Tools	N/A	
Maint. Drug Testing & Physicals & Background Checks	N/A	
Radio Repairs	N/A	
Fare Box Repairs	N/A	
Tool & Equipment Rental	N/A	
Safety Equipment	N/A	
Maint. Incentive Programs	N/A	
Maint. Training/Certification	N/A	

## Section 10 Required Forms - Form 6 Annual Operations Costs

### Maintenance Option #2 - Transit Center Custodial Annual Operating Budget

<u>Operations Costs</u>	Year 1	Notes
Zonar Electronic Inspection System Fees	N/A	
Office Furniture & Equipment	N/A	
Computer Equipment	N/A	
Computer Software	N/A	
Legal Fees	N/A	
Payroll Processing	N/A	
Telephone (cell only)	N/A	
Insurance	N/A	
Printing	N/A	
Postage	N/A	
Office Supplies	N/A	
Permits/Licenses	N/A	
Driver Drug Testing & Physicals & Background Checks	N/A	
Driver Uniforms & License Allow.	N/A	
Operations Incentive Programs	N/A	
Safety & Training Supplies	N/A	
SmartDrive Clip Review	N/A	
DriveCam Mgmt	N/A	
Non-revenue Vehicle Leases	N/A	
Performance Bond	N/A	
Recruitment & Advertising Expenses	N/A	
Computer Supplies/Maint. Contracts	N/A	
Dues & Memberships	N/A	
Travel	N/A	
Internet Expense	N/A	
Local Community Involvement/Support	N/A	
Local Discretion/Misc.	N/A	
Working Capital	N/A	
Local Discretion	N/A	
Start Up Costs	N/A	
Facility Improvements	N/A	
Corporate Overhead	\$1,145	
Profit	\$763	
<hr/>		
<b>Non Personnel Expenses Total</b>	<b>\$3,908</b>	
<b>Personnel Costs (Wages and Benefits)</b>	<b>\$34,254</b>	
<b>Fully Allocated Annual Cost</b>	<b>\$38,162</b>	

## Section 10 Required Forms - Form 6

### Fixed Route Wages and Benefits

#### Maintenance Option #2 - Transit Center Custodial

Positions	#	Wages (per hour)	Benefits (per hour)	Total Annual Cost	Notes
Operators					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Road/Street Supervisor					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Dispatch					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Reservationist/Scheduler					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Mechanic					
- FT	-	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Fueler/Cleaner					
- FT	0.00	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Operations Sup/Mgr.	0	N/A	N/A	N/A	
Safety Sup/Mgr.	0	N/A	N/A	N/A	
Custodian	1.00	\$12.00	\$4.55	\$32,097	
Maintenance Sup/Mgr.	0.00	N/A	N/A	N/A	
GM	0.00	N/A	N/A	N/A	
Payroll Taxes				\$2,157	
<b>Total Wages and Benefits Costs</b>				<b>\$34,254</b>	

**Section 10**  
Required Forms - Form Six

**ATTACHMENT A**  
**COST PROPOSAL FORM**  
**Maintenance Option #3 - Transit Center Landscaping**

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.

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	<b>Start of Service</b>	<b>YEAR ONE</b>	<b>YEAR TWO</b>	<b>YEAR THREE</b>	<b>YEAR FOUR</b>	<b>YEAR FIVE</b>
<i>Proposed Rate</i>	7/1/2016	<b>\$12,632</b>	<b>\$12,948</b>	<b>\$13,271</b>	<b>\$13,603</b>	<b>\$13,943</b>
<b>Option Years:</b>						
	<b>Start of Service</b>	<b>YEAR SIX</b>	<b>YEAR SEVEN</b>	<b>YEAR EIGHT</b>	<b>YEAR NINE</b>	<b>YEAR TEN</b>
<i>Proposed Rate</i>	7/1/2016	<b>\$14,292</b>	<b>\$14,649</b>	<b>\$15,015</b>	<b>\$15,391</b>	<b>\$15,776</b>

**Section 10 Required Forms - Form 6**  
**Annual Operations Costs**  
Maintenance Option #3 - Transit Center Landscaping  
Annual Operating Budget

<u>Facility &amp; Maintenance Costs</u>	<u>Year 1</u>	<u>Notes</u>
Lease or acquisition cost	N/A	
Utilities	N/A	
Contracted Landscaping Service	\$12,000	
Property Taxes	N/A	
Janitorial Supplies	N/A	
Bus Washer	N/A	
Misc. Tools	N/A	
Fuel Tank Purchase	N/A	
Fuel Tank Installation	N/A	
Parking Lot Paving Depreciation	N/A	
Bus Detailing	N/A	
Accident Repairs	N/A	
Tires	N/A	
Parts & Supplies	N/A	
Non-revenue vehicles & equipment service/repairs	N/A	
Bus Stop Supplies & Other Consumables	N/A	
Fuel - Non Revenue Vehicles	N/A	
Oil & Lubricants	N/A	
Misc. Shop Supplies	N/A	
Towing	N/A	
Out of Shop Repairs	N/A	
Environmental Services	N/A	
Uniforms & Tools	N/A	
Maint. Drug Testing & Physicals & Background Checks	N/A	
Radio Repairs	N/A	
Fare Box Repairs	N/A	
Tool & Equipment Rental	N/A	
Safety Equipment	N/A	
Maint. Incentive Programs	N/A	
Maint. Training/Certification	N/A	

## Section 10 Required Forms - Form 6 Annual Operations Costs

### Maintenance Option #3 - Transit Center Landscaping Annual Operating Budget

<u>Operations Costs</u>	Year 1	Notes
Zonar Electronic Inspection System Fees	N/A	
Office Furniture & Equipment	N/A	
Computer Equipment	N/A	
Computer Software	N/A	
Legal Fees	N/A	
Payroll Processing	N/A	
Telephone (cell only)	N/A	
Insurance	N/A	
Printing	N/A	
Postage	N/A	
Office Supplies	N/A	
Permits/Licenses	N/A	
Driver Drug Testing & Physicals & Background Checks	N/A	
Driver Uniforms & License Allow.	N/A	
Operations Incentive Programs	N/A	
Safety & Training Supplies	N/A	
SmartDrive Clip Review	N/A	
DriveCam Mgmt	N/A	
Non-revenue Vehicle Leases	N/A	
Performance Bond	N/A	
Recruitment & Advertising Expenses	N/A	
Computer Supplies/Maint. Contracts	N/A	
Dues & Memberships	N/A	
Travel	N/A	
Internet Expense	N/A	
Local Community Involvement/Support	N/A	
Local Discretion/Misc.	N/A	
Working Capital	N/A	
Local Discretion	N/A	
Start Up Costs	N/A	
Facility Improvements	N/A	
Corporate Overhead	\$379	
Profit	\$253	
<hr/>		
<b>Non Personnel Expenses Total</b>	<b>\$12,632</b>	
<b>Personnel Costs (Wages and Benefits)</b>	<b>\$0</b>	
<b>Fully Allocated Annual Cost</b>	<b>\$12,632</b>	

## Section 10 Required Forms - Form 6 Fixed Route Wages and Benefits

### Maintenance Option #3 - Transit Center Landscaping

Positions	#	Wages (per hour)	Benefits (per hour)	Total Annual Cost	Notes
Operators					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Road/Street Supervisor					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Dispatch					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Reservationist/Scheduler					
- FT	0	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Mechanic					
- FT	-	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Fueler/Cleaner					
- FT	0.00	N/A	N/A	N/A	
- PT	0	N/A	N/A	N/A	
Operations Sup/Mgr.	0	N/A	N/A	N/A	
Safety Sup/Mgr.	0	N/A	N/A	N/A	
Custodian	0.00	N/A	N/A	N/A	
Maintenance Sup/Mgr.	0.00	N/A	N/A	N/A	
GM	0.00	N/A	N/A	N/A	
Payroll Taxes				\$0	
<b>Total Wages and Benefits Costs</b>				<b>\$0</b>	

Transdev has reviewed this form and the Performance Bond requirements in the RFP. If awarded the project, Transdev will fill out and sign this form.

# Exhibit B Performance Bond

Attached to this exhibit is our Performance Bond Certificate.

## 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)

\_\_\_\_\_  
Surety (Name of Surety Company)

WITNESS:

BY \_\_\_\_\_  
Printed Name \_\_\_\_\_

TITLE \_\_\_\_\_ Attorney in Fact

**(Corporate Seal of Surety)**

\_\_\_\_\_  
(Address of Attorney in Fact)



# Fidelity and Deposit Company of Maryland

1400 American Lane, Schaumburg, IL 60196

December 16, 2015

City of Concord  
3600 South Ridge Avenue  
Concord, NC 28025

Re: RFP #112515  
Concord Kannapolis Area Transit (Rider) Fixed Route and  
ADA Paratransit Services

Dear Sirs:

**Fidelity and Deposit Company of Maryland**, a corporation under the laws of the State of Maryland, with an office and place of business in Schaumburg, IL, represents **Transdev Services, Inc.** for surety bonding needs.

At the present time, **Transdev Services, Inc.** is in a position to consider single projects up to \$50,000,000 within an aggregate limit of \$250,000,000. The statement of these values is neither a commitment nor a limitation of the bonding capacity of **Transdev Services, Inc.** At the request of **Transdev Services, Inc.**, Fidelity and Deposit Company of Maryland will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between **Transdev Services, Inc.** and Fidelity and Deposit Company of Maryland, and will be subject to our standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to **Transdev Services, Inc.**, third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Irene Lau, Attorney-in-Fact  
Fidelity and Deposit Company of Maryland  
A+ by A. M. Best Financial Size Category XV

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Irene LAU, of Irvine, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 9th day of September, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

By \_\_\_\_\_

Secretary  
Eric D. Barnes

*Michael Bond*

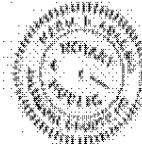
Vice President  
Michael Bond

State of Maryland  
County of Baltimore

On this 9th day of September, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*



Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2019

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

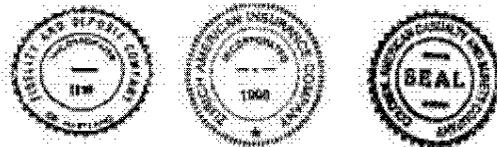
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16 day of DEC 16 1998, 20



*Thomas O. McClellan*

Thomas O. McClellan, Vice President





**TRANSDEV NORTH AMERICA, INC.  
CONSOLIDATION**
**ACTUAL 9-30-15 AND 9-30-14  
BALANCE SHEET**

	9/30/2015	9/30/2014
LONG TERM ASSETS	485,992	481,570
<b>NET INTANGIBLE ASSETS</b>	<b>101,821</b>	<b>92,532</b>
Intangible assets (gross)	149,541	138,317
Intangible assets (Acc. D&A)	(47,720)	(45,785)
<b>GOODWILL / CONSOLIDATED SUBS. (NET)</b>	<b>242,848</b>	<b>238,601</b>
<b>NET TANGIBLE ASSETS</b>	<b>113,772</b>	<b>120,037</b>
Owned property tangible assets (gross)	243,884	236,577
Amortization	(130,113)	(116,540)
<b>LONG TERM INVESTMENTS (NET)</b>	<b>27,552</b>	<b>30,400</b>
Invest. accounted for by equity method	291	91
Other long-term investments	27,261	30,309
CURRENT ASSETS	360,046	382,282
<b>OPERATING ACCOUNTS RECEIVABLE (NET)</b>	<b>243,655</b>	<b>220,484</b>
Stocks of finished products and works in progress	14,147	12,508
Other accounts receivable	229,508	207,976
<b>NON-OPERATING RECEIVABLES (NET)</b>	<b>76,923</b>	<b>78,283</b>
<b>DUE FROM AFFILIATES</b>	<b>(0)</b>	<b>-</b>
CASH	39,468	83,515
<b>TOTAL ASSETS</b>	<b>846,038</b>	<b>863,852</b>
<b>SHAREHOLDERS' EQUITY</b>	<b>162,391</b>	<b>183,142</b>
Share capital	133,882	133,882
Retained earnings	30,270	30,348
Net income /(expense)	(4,477)	10,480
Min. int. in inc./(exp.) of cons. subs.	2,716	8,432
<b>LONG-TERM LIABILITIES</b>	<b>210,401</b>	<b>192,646</b>
Reserves and allowances	102,758	94,234
Financial LT debts	1,540	720
Other LT liabilities	106,103	97,692
<b>SHORT-TERM LIABILITIES</b>	<b>473,247</b>	<b>488,064</b>
ST accounts payable	160,888	173,472
ST non-operating liabilities	768	11,185
Due to Affiliates	311,590	303,407
<b>TOTAL LIABILITIES</b>	<b>846,038</b>	<b>863,852</b>

11/12/2015

**TRANSDEV NORTH AMERICA, INC.  
CONSOLIDATION**
**FOR THE NINE MONTHS ENDED 9-30-15 AND 9-30-14  
INCOME STATEMENT**

	<b>9/30/2015</b>	<b>9/30/2014</b>
Net sales	\$ 944,575	\$ 1,040,769
Cost of sales (COS)	\$ (839,866)	\$ (913,937)
<b>GROSS MARGIN</b>	<b>\$ 104,709</b>	<b>\$ 126,832</b>
Selling costs (SEL)	\$ (2,886)	\$ (2,061)
General and administrative costs (G&A)	\$ (97,745)	\$ (94,799)
<b>Operating margin</b>	<b>\$ 4,077</b>	<b>\$ 29,972</b>
Other non recurring operating inc/exp.	\$ -	\$ -
<b>Operating income</b>	<b>\$ 4,077</b>	<b>\$ 29,972</b>
E.B.I.T.	\$ 4,077	\$ 29,972
E.B.I.T.D.A.	\$ 31,964	\$ 52,948
Net cost of financing	\$ (6,579)	\$ (6,013)
Other financial income and expenses	\$ (1,125)	\$ (430)
<b>Current net income (Expense)</b>	<b>\$ (3,626)</b>	<b>\$ 23,529</b>
Other income and expenses	\$ -	\$ -
<b>Net income /(expense) before taxes</b>	<b>\$ (3,626)</b>	<b>\$ 23,529</b>
Tax impact	\$ (843)	\$ (6,116)
<b>Net income /(Expense) of conso subs.</b>	<b>\$ (4,469)</b>	<b>\$ 17,413</b>
<Min. int. in inc./exp. of cons. subs.>	\$ (8)	\$ (6,933)
<b>Net income (expense)</b>	<b>\$ (4,477)</b>	<b>\$ 10,480</b>

11/12/2015