

REQUEST FOR PROPOSALS #20250828

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



Concord Kannapolis Area Transit

City of Concord, North Carolina

**PROPOSALS DUE:
October 15th, 2025**

**RIDER TRANSIT CENTER
45 Transit Ct NW
CONCORD, NC 28025**

REQUEST FOR PROPOSALS

Solicitation of the Contract Provider for Concord Kannapolis Transit System

August 28, 2025

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. Bidders can submit a proposal for Fixed Route and ADA Paratransit or Fixed Route only or ADA Paratransit only. Microtransit services may be added during the term of this contract, so a Microtransit rate must also be submitted if different from the ADA Paratransit rate.

A pre-proposal conference for the purpose of reviewing the RFP and answering questions regarding the solicitation will be held virtually on **September 17, 2025 at 1:00 PM EST**.

All proposals are due to the Rider Transit Center, 45 Transit Ct NW, Concord, NC 28025, no later than **October 15, 2025 at 5:00 PM EST**. Digital copies should be submitted to weslowlj@concordnc.gov or a ShareFile link that will be provided upon request. One (1) original copy 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 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)

Interviews may be requested by the Evaluation Committee from Service Providers, and if necessary, are scheduled for November 18-20, 2025.

All questions regarding this RFP should be directed to L.J. Weslowski, Transit Director, via email at weslowlj@concordnc.gov City of Concord is an equal opportunity purchaser.

Sincerely,

L.J. Weslowski
Transit Director
Concord Kannapolis Area Transit

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 transit services to be provided include Fixed Route and complimentary ADA paratransit operations within the Area. Rider Transit City staff consists of the Transit Director, Transit Deputy Director, Transit Manager, Transit Planner & Technology Coordinator, and two (2) Customer Service Specialists, all of whom work at the Rider Transit Center. Service currently runs eight 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 2024 was 394,313 passenger trips on fixed route and 18,247 on ADA Paratransit. Total Fixed Route mileage (including deadhead mileage) is approximately 650,000 miles annually. The current Fixed Route Service Provider is TransDev; their Operations & Maintenance facility is located at 2030 Wilshire Court SW, Concord, which currently does not meet the standards set forth in the RFP.

The selected Service Provider shall provide the personnel, maintenance, materials, supplies, training, and supervision and management necessary for safe, courteous, and reliable transportation of passengers. *****Please note that the current Operators are members of SMART Union Local 1596.*** The Service Provider will be solely responsible for maintenance of the City-provided fleet of nineteen (19) revenue service vehicles including heavy-duty hybrid buses (11), and eight (8) Ford transit vans, and an Operations and Maintenance facility suitable for the provision of services. Passengers will pay the Service Provider with cash or use of Digital Fare Payment on each trip. The Service Provider will return all revenue collected to the City on a daily basis.

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.

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.

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 to L.J. Weslowski at the e-mail address listed below. Questions should reference the RFP page and section number.

L.J. Weslowski Transit
Director
E-mail: weslowlj@concordnc.gov

Please submit your questions by **12:00pm EST September 16, 2025**. These questions or clarification requests will be discussed in the virtual Pre-Proposal conference at 1:00pm EST on September 17, 2025. Additional questions will be taken at the virtual 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 will post on www.ckrider.com. **The City, while not required, strongly encourages all prospective bidders to attend the virtual 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.

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

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.

City Rights and Options

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

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

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.

Proposal Conditions

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

- **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.
- **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.
- **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.
- **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."
- **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.
- **Reservation of Right to Change Schedule.**
The City shall ultimately determine the timing and sequence of events resulting from this RFP.
- **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.
- **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.

- 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.

- 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.

- 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.

- 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."**

- 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.

- 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.

- Right to First Negotiation

In the event of any concerns, dispute, claim, or disagreement arising out of or relating to this agreement, including its interpretation, financials, performance, or termination, the parties agree to first attempt to resolve the matter through good faith negotiations. Either party may initiate such negotiations by providing written notice to the other party.

- 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.
- 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.
- 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. Failure to notify the City will constitute a waiver of claim of ambiguity, inconsistency or error.
- 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 Provider's own risk.
- 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 Director.
- 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.

DESCRIPTION OF PROCUREMENT PROCESS

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
August 28, 2025	<i>Issuance of RFP.</i> The City issues this RFP.
September 16, 2025	<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 weslowlj@concordnc.gov and must include the name of a Service Provider contact person to receive the City's answers. Questions are due by 12:00 PM . Questions received after this deadline may be answered at the discretion of Rider staff. Questions will be answered at the Pre-Proposal Conference.
September 17, 2025	<i>Optional Virtual Pre-Proposal Conference. 2:00 PM.</i> Please contact weslowlj@concordnc.gov for link to virtual meeting.
October 15, 2025	<i>Proposal Submission.</i> Proposals are due by 5:00 PM , at the Rider Transit Center and emailed or uploaded to a share file as described. <ul style="list-style-type: none">• No Extensions will be granted beyond the six weeks provided here.
November 18-20, 2025	<i>Interviews & Presentations (if needed)</i>
December, 2025	<i>Anticipated Recommendation for Concord Kannapolis Area Transit Commission for Award.</i>
January, 2025	<i>Anticipated City Council Award Date.</i>
July 1, 2026	<i>Service Contract Begins</i>

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 5 years (3-year base, 2-year option). The Proposal shall provide the name, title, address and telephone number of the individual with authority to contractually bind the Service Provider.

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.** The aforementioned critical components are for example purposes and do not constitute an exhaustive list.

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. 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.

Protest

This section describes the policies and procedures governing the receipt and resolution of vendor protests in connection with this RFP. All protests must be filed in writing. Oral protests will not be accepted.

1. Types of Protests/Time Limits
 - 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.
 - 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.
 - 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.
2. Protests must be filed directly with the City Manager of the City of Concord.
3. The protest must contain the following information:
 - The name, address and telephone number of the protestor.
 - Identity of the RFP (by number and description).
 - 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 above.
 - An indication of the ruling or relief desired from the City.
 - If the protest is filed before contract award, the potential contractor will be advised by the City of the pending protest.
 - 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 33), dated April 25, 2025 & FTA

Circular 4220.1G, updated January 17, 2025.

- 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.

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 qualifications and requirements contained therein,
- f. Financial Information and "Cost Proposal Forms". **(sealed envelope, separate from Technical and Cost proposals. Please use the Excel sheet provided for laying out your Cost Proposal).**
- g. Appendix can include any additional information you would like to provide, but will not be considered for responsiveness and should not be utilized for providing information specifically requested within 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 50 pages (25 total physical pages, printed double sided front and back)**. Hard copy submissions should 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.

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 original copy 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."*

Company Portfolio or Annual Report.

The Service Provider should submit a brief, but 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.

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.

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 and/or ADA Paratransit Services.

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.

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 service hour requirements either by day, or other time period or in any other way other than by individual Revenue Vehicle Hour.

SERVICE PROVISION SCOPE OF WORK

Description of Tasks to be Performed

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.

The Service Provider shall be responsible for all preparations necessary to continue operation of the services already in place. 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.

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 locate and provide a facility location for a bus maintenance facility in a mutually agreeable location within 15 miles of the Rider Transit Center located at 45 Transit Ct NW, 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 current and future 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. Please note that the current Service Provider is utilizing a facility that does not meet the requirements as stated in this RFP. The City currently provides a shop truck, column lifts, and a bus washer that will not be included in the new Service Provider Contract.

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 safely and properly service all revenue service vehicles. The Service Provider is responsible for maintaining all Rider Transit and Service Provider facilities and equipment in a State of Good Repair. Any repairs to any facilities/systems, or equipment related to the operation or maintenance of all equipment, hardware, software, and vehicles including resources provided by the City, shall be completed and paid for by the Service Provider.

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 a 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.

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 and maintaining sufficient drivers, maintenance, supervisory, and administrative personnel;
- c. Establishing all employment policies relative to Service Provider's personnel;
- d. Developing driver training, refresher 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 vehicles and associated technology, hardware, software, and other equipment utilized by the contractor. ***NOTE: When replacement vehicles are provided by the City, the Service Provider is required to transfer all technology hardware and other add-on items that have not met their useful life, either using local staff or procuring 3rd party subcontractors at their own expense.***
- 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. Responsible for downloading and maintaining an accessible database of video files from all accidents, incidents or other requested events.
- j. Executing data collection and gathering services as requested by the City;
- k. TSI, NTI, or Easter Seals (as appropriate) training and implementation all Federally required programs such as Federal Transit Administration (FTA) Drug and Alcohol Testing and compliance with the Americans with Disabilities Act (ADA);
- l. Responsibility for opening and closing of Rider Transit Center grounds and monitoring service onsite during all hours of revenue service operation to assist customers and address any safety and/or security issues that may arise including but not limited to loitering and providing customer service office coverage on weekend, holidays when Rider Transit is open, but the City is closed, and occasional coverage as requested;
- m. Providing required insurance; and
- n. 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 of Concord accounting and deposit requirements.

Service Requirements

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 management personnel, 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 Fixed Route and/or ADA Paratransit services;
- g. Rider Transit and Service Provider facility upkeep and maintenance as outlined;
- h. Developing methods to maximize service efficiency and reliability;
- i. Providing equipment, technology, and vehicle maintenance;
- j. Accident and incident and complaint investigation activities and procedures;
- k. Performing and informing City staff of scheduling, blocking, run-cutting, download of video surveillance files, providing reports for preventative maintenance or pre/relief/post vehicle inspections, 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, gathering statistics, and providing reports 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.

Service Provider requirements include having a dedicated Dispatcher available to oversee and manage daily operations. The expectation is that the position will be filled and staffed at all times during revenue service hours and/or special events and circumstances. Dispatcher must be actively monitoring communication with operators, other supervisors, and staff, monitoring and proactively managing the various software platforms available (i.e. CAD/AVL, Paratransit ride management software, onboard surveillance, and digital fare payment) monitoring traffic, actively monitoring on time performance and vehicle locations, recording all activity such as boarding of mobility devices, onboard capacity, management and documentation of any accidents, incidents, weather situations, or concerns, and able to relay information to the drivers, customer service staff, management staff, and customers during all hours when a vehicle is on the road, and answering phone calls with no exceptions. It is expected this the Dispatch position will be staffed at all times and is the last line of defense to cover driver shortages/callouts/emergencies. In addition, a minimum of one (1) Road Supervisor must be deployed in the field. The expectation is that that position will also be filled and staffed at all times during revenue service hours and/or special events and circumstances.

Customer service office staffing on weekends will be covered by Service Provider staff, Saturday and Sunday from 8:30am-5:30pm. In addition, occasional coverage of the customer service office will be requested as needed (ex. City staff call outs), but will attempt to give 24 hours in advance when possible. The service provider will also staff the customer service office on holidays when Rider Transit is open, but the City of Concord is closed. Staff covering the customer service office will be required to have specific training and exhibit and maintain proficiency as indicated by a current City of Concord employee prior to staffing the office on the weekends or coverage during the week.

The City reserves the right to increase, decrease or transfer the level of Services throughout the term of this contract and has the right to revise and/or add any service hours, routes, and modes of service as needed, including but not limited to fixed route, ADA Paratransit, microtransit, and vanpool, 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. In no way does the City intend to guarantee the hours listed above through the issuance of this RFP.

Equipment, Technology, and Vehicle Maintenance

The Service Provider will perform all activities associated with the maintenance, repair, and replacement of all equipment, hardware, software, and vehicles required for the operation of the system. This shall include maintenance of the City's vehicles, technology, any other equipment provided by the City, office and computer equipment, non-revenue vehicles, and other equipment as needed.

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.

ADA Paratransit Specific Components

- a. ADA Paratransit services will be an origin to destination service meaning drivers are to assist any passengers from door of origin to door of destination upon request.
- b. 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.
- c. The Service Provider will be responsible for providing an adequately equipped dispatch and reservation center with up-to-date technology including but not limited to WiFi, computers/laptops/tablets (as necessary), multi-monitor displays, and ergonomically friendly workstations.
- d. 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.
- e. 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. This data should be collected by the service provider and submitted to City of Concord Staff on a monthly basis unless otherwise requested.
- f. 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 Daily, but a dispatcher should be available at all times to answer questions or reschedule trips if necessary. 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 Director and/or Communications staff immediately.
- g. Service Providers 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. 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.
- h. 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.

- i. Excessively Long Trips should be actively monitored and reported. This includes 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). Trips longer than 90 minutes will require written explanation prior to approval of invoice or revenue hour(s) will be removed.
- j. 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.
- k. Service Providers should read Rider Transit ADA Paratransit How to Ride Guide for further information on Rider Transit's ADA Paratransit program requirements.

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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.

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 Ford transit vans/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.

Roadshows and Other Transit Industry Events

The expectation is that Rider Transit will be represented by the Service Provider to participate in the NCPTA annual state Roadshow and transit conference and other state, regional, and national events and conferences to represent the system and other industry events as a means of encouraging quality service and a spirit of enthusiasm, professionalism, and cooperation unless there are specific circumstances communicated with the Transit Director. Should vehicles be requested to use Rider Transit vehicles, it is strongly encouraged.

Communications Systems

The City provides and maintains the two-way radios on revenue vehicles, portable radios, and base station radio for dispatch as these are compatible with the city-wide system. 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, portable and mobile radios 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.

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. The Service Provider must follow all applicable federal, state, and local laws regarding the storage and dispensing of petroleum products. 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.

Technology

Service Provider personnel are expected to fully monitor, manage, utilize, and maintain all technology to its fullest capability.

CAD/AVL System

All buses and paratransit vehicles are equipped with GMV'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 and fully capable of operating this and all technology systems prior to the implementation of the contract.

Electronic Vehicle Inspection System – All buses and Paratransit Vehicles have been equipped with Zonar electronic vehicle inspection devices since 2005. It is required that the Service Provider will maintain or provide a similar Electronic Vehicle Inspection System. 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 as well as meet federal inspection requirements. *The Service Provider will be required to pay for all equipment, monthly or annual service fees, as well as provide upkeep, repair/replacement, maintenance and any follow-up training that may be required.* The City will have full and complete access to all reporting provided by the Electronic Vehicle Inspection System.

Video Surveillance – All buses are equipped by the City with 10 camera (Paratransit Vehicles 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 contractor staff must be familiar with and fully capable of using the video surveillance equipment prior to the implementation of the contract. The Service Provider will be required to download and provide to the City a database of 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 including secure file transfer approved by the City and shall be accompanied by a completed City of Concord Accident Report.

Fare Collection

Rider Transit vehicles are currently equipped with a Diamond Farebox as well as UMO Digital Fare Payment Readers, but an RFP for a new or updated fare collection system was released on 8/22/2025, and should be in place by the beginning of this contract.

The provider of the technologies listed above could change during the term of the Service Provider Contract.

All data and reporting related to all technologies is property of the City for the term of the contract and for the legally required retention time (local, state, and federal).

Service Changes

- 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, 24-hour notice will be attempted (or at first notification if less than 24 hours) to respond to minor adjustments. 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 in writing. 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 25 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 with at least 30 days notice. 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. 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, but are not limited to 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. **City-Wide, Regional, State Emergencies, or Requests for Mutual Aid** – 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, request for mutual aid, or unusual localized event, the Service Provider shall deploy vehicles in a manner described by the Concord City Manager and/or Transit Director 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. This is key when selecting an Operations and Maintenance facility. 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.

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.

Wages and Benefits

For a number of years, due to a chronic shortfall and consistent turnover of employees, Rider Transit is significantly invested in increasing retention, reducing turnover, and stabilizing the workforce. We feel that this by default improves our safety, ensures customer service, and maintains on-time performance, and results in improved employee morale and teamwork. All proposals should include a detailed plan and breakdown by position of minimum proposed pay and all benefits (i.e. leave, health insurance provider and benefits levels, etc.) for each position as well as a specific plan to address the concerns listed above. Please provide specific insurance details including but not limited to cost to employees and their family, co-pays, prescription coverage, etc. **The proposed minimum pay and benefits will be a guaranteed floor for each position listed in the proposal. Bidders must propose wages and benefits that meet or exceed the average wages and benefits for similar positions in the Concord/Charlotte/Gaston metro region and show how and why the proposed wages and benefits will ensure proper staffing levels throughout the life of the contract.** 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.

The 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.

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).

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. A vacancy of any position greater than 30 days will require removal of the budgeted salary and benefits costs (daily (non-exempt) or monthly (exempt)) of that personnel slot beginning day 31. For example, if there are open operator positions for more than 30 days on a rolling basis, until fully staffed, budgeted salary and benefits costs will be deducted from

invoice. Additionally, example is a utility position that was unfilled for 6 months, resulting in 5 months of deducted salary and benefits costs on invoice.

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 NC Driver's License with appropriate endorsements, 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 every six months 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 if appropriate); 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 system service design.
- h. Have a thorough understanding of customer relations or be trained in such matters, including de-escalations strategies and techniques.
- 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.
- k. Ensure the safety and security of passengers.

- l. 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.
- m. 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.
- n. Regular Training for staff will be required to correctly utilize: operational fire extinguisher, biohazard kits, child seats (excluding Fixed Route buses), seatbelt cutters, and appropriate first aid kits. The Service Provider will be required to provide and maintain all of the above.

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, inappropriate, 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 Director 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 termination of the contract for non-performance.

Standard Uniform

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

- 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.
- 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.

Proposed Project Team

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

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.

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 Provider’s Proposal.
- 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.
- c. **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.

Maintenance Personnel and Utility Staff will require a strong IT aptitude, and all staff will need to be adequately trained and competent.

The City reserves the right to approve or reject a subcontractor relationship. 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.

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 specific 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-must have one on-site during all revenue service hours
- Road/Street Supervisors (minimum 1 during all revenue service hours);
- Administrative/Clerical

Provide a narrative summary describing how the organization will ensure quality service by investing in its employees. **Include the organization’s specific, detailed plans to attract and retain quality employees.**

Safety & Security Trainer/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:

- “going armed to the terror of the public” (NC state law);
- 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 1st 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 of 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 immediately also report all passenger complaints and operational problems to project management staff, which in turn must communicate those complaints and issues to the City.

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.

REPORTING REQUIREMENTS

The Service Provider shall be required to maintain all project records digitally. 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. The Service Provider shall supply all needed computer equipment and peripherals and shall use software compatible with that used by the City and able to utilize all software, hardware, or cloud based systems that the City supplies. 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.

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. 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. 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.

The following gives an indication of the general types of reports.

- **Daily Operations Report:** No later than 12 noon on the following business day, the Service Provider shall submit to the City Transit Director and their designees, a Daily Operations Report for Fixed Route and ADA Paratransit. 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 ridership by route .
- **Operator and Supervisor Reports:** The Service Provider shall cause each driver and Supervisor of each bus to collect data and prepare a daily report to provide all necessary information including but not limited to incidents, passenger concerns, and any involvement with police, fire, EMS, or security. The Service Provider shall at all times maintain such reports.
- **Other Examples**
 - Driver pre-trip & post trip inspection logs (Zonar);
 - Daily dispatcher report (Fixed Route and ADA Paratransit);
 - Daily driver logs by run;
 - Daily roadcall reports;
 - Fare and pass information by driver run by day;
 - Records for bus operating personnel as required to meet USDOT FTA Commercial Driver Regulations; and
 - Other information as deemed appropriate.

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

- **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.
- 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.
- **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 preventable 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 to the Transit Director or designated staff within 15 minutes and follow up 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.

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 and should be updated annually to remain relevant and accurate.

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.

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.**

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.

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.

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.

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.

Media Relations

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

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 Director.

FARES AND FARE COLLECTION

The City will establish all fare structures, policies, media, promotions, and discounts, which may include passes, cash, coins, tickets, transfers, electronic media, 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.

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 or otherwise as designated above determined in accordance with specifications and schedules specified by the City.

- Drivers shall record required information regarding the use of promotional fare media.
- All drivers will inform passengers immediately upon boarding the bus to deposit the fare in the farebox.

The Service Provider should:

- ensure that each passenger is depositing the correct fare in the farebox.
- 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
- be responsible for providing security over collected funds, equipment in service, and all inventoried fareboxes and associated equipment.
- maintain adequate internal controls for all operations, specifically including revenue handling.
- 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, 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.

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.

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 40. 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 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 40. 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 Director 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).

MAINTENANCE SCOPE OF WORK.

The Service Provider shall maintain the vehicles in the highest state of repair and conform to the maintenance requirements listed below.

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.
- 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.
- maintain a complete and detailed vehicle history of every vehicle provided within this project. The fleet maintenance system shall be automated. 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.
- maintain records regarding any vehicle defect that occurs. Electronic vehicle inspection devices shall be made available to drivers and staff on all vehicles 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.
- submit a summarized vehicle maintenance report for pre trip, relief trip, and post trip inspections to the City by the tenth day of each month. The report shall be in a form mutually agreed to by both parties.

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.

All vehicles to be used for this Service shall be safe for operation on public streets and highways and meet all requirements in the Federal and State Motor Vehicle Safety Standards for a bus or Ford Transit Van. All parts of

the vehicle and all equipment mounted on or in the vehicle shall conform to this vehicle safety standard.

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.

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.

Permit and Fee Structure

All drivers and vehicles operating in the State of North Carolina may be subject to State and/or local 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.

Preventative Maintenance

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 (including all ITS items) 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. The City will provide a copy of the City of Concord/Concord Kannapolis Area Transit Vehicle Maintenance Program Policy.

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.

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.
- institute repairs of any significant damage to vehicles prior to return to service in a reasonable time.
- 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 damage such as dents and scrapes must be repaired within (30) thirty calendar days from identification of such damages. 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.**

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. 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.

Parts, Lubricants, and 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.

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 axle of any vehicle.

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.

Rider Transit has a zero-tolerance policy regarding graffiti, cosmetic damage 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.

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.

Vehicle Interiors

At a minimum, but more often as needed, interiors shall be swept, cleaned of trash, food, 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 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.

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.

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.

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

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. 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 interior custodial services and the cleanliness of the busway, parking area and property for the buses at the Rider Transit Center as well as lawn and landscaping maintenance as listed below. **Custodial services must be provided a minimum of 8 hours per day on weekdays, 6 hours per day on weekends.**

- 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.
- 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 pipes/drains to facilitate proper water flow, in accordance with the City's annual inspection and resulting reports of corrective actions.

Bus Stop Management

As part of this RFP, Rider Transit requires all proposers to include a comprehensive maintenance plan and pricing for the

ongoing upkeep of bus stop infrastructure and amenities. The selected contractor will be responsible for ensuring that all components remain clean, safe, functional, and visually consistent with Rider Transit standards throughout the contract period.

Current Bus Stop Asset Inventory:

Maintenance services shall apply to the following Rider Transit-owned infrastructure assets:

- 283 total bus stops, consisting of a combination of poles and shelters
- 34 bus shelters
- 60 pole-mounted lights
- 13 Simme-style bus stop seats
- 64 trash receptacles
- 269 Schedule holders

All assets are installed across Rider Transit’s service area and require regular inspection, servicing, and repair per the specifications below at the cost of the Service Provider.

The contractor shall be responsible for the full maintenance and upkeep of all infrastructure listed above, including:

1. Routine Cleaning and Upkeep

- Remove litter, debris, and unauthorized materials from shelters, benches, Simme seats, and trash can areas.
- Empty trash receptacles in accordance with the schedule established by Rider Transit (minimum weekly or more frequent as needed).
- Clean shelter panels, shelter solar panels, signage, Simme seats, and poles to remove dirt, smudges, and graffiti.
- Pressure washing of shelters and seats as needed to maintain a clean, inviting appearance.

2. Preventive Maintenance

- Conduct quarterly inspections of all 283 stops, documenting the condition of each amenity.
- Inspect, clean solar panels, and maintain the 60 pole-mounted lights to ensure proper illumination and electrical safety. Replace batteries as necessary.
- Inspect, clean solar panels, and maintain the 34 shelter lights to ensure proper illumination and electrical safety. Replace batteries as necessary.
- Check Simme seats for structural integrity, secure anchoring, and cleanliness.
- Inspect trash cans for wear, damage, or misuse, and ensure secure attachment and proper function.
- Lubricate, tighten, and adjust shelter components including frames, roofs, and panels.
- Inspect and clean the schedule holders and making sure the schedules are in good condition.

3. Reactive Repairs and Emergency Response

- Respond to reports of damaged or vandalized infrastructure (e.g., broken shelter panels, bent poles, non-functioning lights) within specified timeframes.
- Replace or repair damaged components promptly, including glass, fasteners, seats, lighting elements, and trash bins.
- Immediately address any safety concerns or ADA-related access issues within 24 hours of notification.

4. Asset Management and Reporting

- Maintain a digital maintenance log documenting all service activities, inspections, issues found, and corrective actions taken.
- Submit monthly and quarterly summary reports to Rider Transit with detailed service records, GPS-based asset tracking (if available), and photographic documentation.
- Support Rider Transit in updating and maintaining a complete asset inventory, including serial numbers, condition ratings, and geolocations.

Service Level Requirements:

Maintenance Task	Response Time
Emergency Repairs (safety/ADA-related)	Within 24 hours
Non-Emergency Repairs	Within 3–5 business days

Maintenance Task	Response Time
Trash Collection	Weekly minimum (or as specified)
Routine Asset Inspections	Quarterly

Bus stop and amenities inventory that do not exceed 25 percent above each of the individually listed inventory above is not debatable for rate changes.

Proposed Cost

Cost Proposal, or equivalent (same information and format) should include:

- Revenue Vehicle Hour Costs by service type;
- Cost Schedule Breakdown for Years 1-5 of Revenue Vehicle Hours by service type
- Include one for Fixed Route service and/or one for ADA Paratransit service and one for Microtransit if different than ADA Paratransit.

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 as well as effective employee recruiting and retention.

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 required insurance. 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 years of providing bus services and paratransit services by the Service Provider and/or predecessor organization;
- e. Description of the financial impact of any past or pending legal proceedings and judgments;
- f. All credit reports, credit bulletins, and any other published statements by the most recognized agencies (ex. Standard & Poors Rating Group, Moody, and Dun & Bradstreet) that have been issued or published within the past five years regarding the Service Provider and any guarantors;

- g. The prospectus or offering statement for the Service Provider's latest security or equity offering, if applicable;
- h. 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;

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.

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/ADA Paratransit/Microtransit 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/ADA Paratransit/Microtransit 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.* 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.

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 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.***

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 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. 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.

- **Operation and Maintenance Methodology**
 - Scope of Service Summary
 - Employee Recruitment, Retention, & Training
 - Safety & Security Program
 - Drug & Alcohol Program
 - Customer Service Program
 - Preventative Maintenance & HVAC Program
 - Maintenance and Cleaning Program
 - Bus Stop Maintenance
 - Reporting Requirements
 - Fare Collection Procedures

- Service Disruptions/Vehicle Breakdown
- Operations & Maintenance Facility
- Support Vehicles
- Quality Control Programs
- **Qualifications & Service Capability of Proposing Firm**
 - Insurance Requirements
 - Start Date (Y/N)
 - Background and qualifications References
 - Contract Issues
 - Performance Standards and Personnel Evaluations
 - EEO Plan
 - Supplier Relationships
- **Proposed Staff & Organization of the Operation**
 - Employee Recruitment, Development and Retention
 - Local Management Team
 - Start Up/Implementation Plan
 - Corporate Support Plan
 - Labor Issues Consultants/Subcontractors

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 three (3) year base contract period. Proposers must also submit the detailed cost for the additional two (2) year option for all services.

- | | |
|--|------------------|
| ● Financial Qualifications | Pass/Fail |
| ● Operations Costs (use excel form for annual expenses per category) | |
| ● Maintenance Costs (use excel form for annual expenses per category) | |
| ● Corporate Cost & Profit (use excel form for annual expenses per category) | |

Interviews, Meetings and Negotiations with Service Providers

Proposers may be required to appear before the City and/or its representatives for an in person 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 may be 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.

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.

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.

Term

The initial term of the Agreement will be three years with the City retaining the unilateral right of renewal for an additional two-year term or any part thereof with the same terms and conditions of the original Contract. Pricing must be provided for all five (5) 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 the legally allowed amount 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.

Company Personnel Removal or Replacement

The City will have the right to require the removal and replacement of any employees of the Company or the Company's subcontractor Providers who are assigned to provide Services to the City. 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.

General Warranties

Company represents and warrants that:

- 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;
- It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- The execution, delivery, and performance of this Agreement have been duly authorized by Company;
- 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;
- 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
- The Company shall not violate any agreement with any third party by entering into or performing this Agreement.

Additional Representations and Warranties

Company represents, warrants and covenants that:

- The Services shall satisfy all requirements set forth in this Agreement, including but not limited to the attached Exhibits;
- For the Term of the Agreement, the Company will perform in conformity with the Specifications and Requirements defined in this RFP; and
- 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.

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 transit 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.

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.

Earn back 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:

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

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. This does not apply to maintaining necessary staffing levels.

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:

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.

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.

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.

Liquidated Damages	
Early Trip	\$300
Late Trip >5 minutes <15 minutes	\$50/vehicle
Repeated offense for Late Pick up of Same Passenger	double fine per occurrence in rolling 6-month period
>15 min Late Trip	\$100/occurrence
Incomplete Trip	\$300
Missed Trip/Trip Denial	\$300 & removal of Revenue Hour for that trip
Repeated offense for missed trip of Same Passenger	double fine per occurrence in rolling 6-month period

Failure to Report Missed Trip	Missed trip offence (and repeated offence) doubled
Vehicle Breakdown (30 min window to replace)	\$300 & removal of Revenue Hour for that trip
ADA Paratransit Telephone Hold Time	\$300 and double for each offence in rolling 12-month period
Excessively Long Trips (Paratransit)	\$300 for each trip >45 minutes in 60-minute headway or >55 minutes in 75-minute headway
90% of all runs begin within 0-5 minutes and no early from Rider Transit Center (Fixed Route)	\$300
Late Trip >5 minutes <15 minutes	\$50/vehicle per route
>15 min Late Trip	\$100/occurrence
Missed Trip/Trip Denial	\$300 & removal of Revenue Hour for that trip
Repeated offence for missed trip of Same Passenger	double fine per occurrence in rolling 6-month period
Failure to Report Missed Trip	Missed trip offence (and repeated offence) doubled
Vehicle Breakdown (30 min window to replace)	\$300 & removal of Revenue Hour for that trip
Uniforms/Grooming	\$50
Collecting Correct Fares	\$50 per offense, beginning on the second offense with any individual operator
Proper Destination Signs	\$100
Dispatcher staffed and available on all shifts	\$100 per revenue hour not staffed.
Driver Unsafe Operation of Vehicles	\$300
Seat Notice/Rider Alert Distribution and/or Timetables Posting	\$25/vehicle
Driver Training/Records	\$300
Failure to monitor operators with unacceptable driving records	\$500
Driver Customer Service Complaints	\$150/ complaint after the second verifiable complaint per individual operator in rolling 30 day period
Inadequate Staffing	after 31 days of vacancy, the prorated amount of the salary by position AND benefits
Late/Inaccurate Reports	\$50/day each report per occurrence
Accident/Incident Reporting	\$50 for first, \$100 for second, and \$250 for each after

Complaint/Customer Comment (failure to report/respond)	\$50 for the first and \$100 for the second and each after
Vehicle Cleaning	\$150 per vehicle per day
Preventative Maintenance Intervals	\$300 +\$50 per day PM is overdue
Vehicles Taken Out of Service due to failed inspection	\$300/day
Deficient Vehicle Condition	\$300/day/vehicle
Heating and Air Conditioning Performance	\$200/day/vehicle
Vehicle Records	\$50/day/vehicle
Safety Related Items	\$500/vehicle for first, \$750 for second, and \$1000 for each after
Wheelchair Ramps & Lifts	\$300 if ramp/lift not inspected in pre-trip
Graffiti (if unaddressed after 24 hours of notice/awareness)	\$300
Driver Texting or making personal call	\$500
Repair notification and schedules (daily down list required)	\$100
Repair delays	\$50/vehicle/day
Public and staff notification of schedule changes	\$50 per incident
Technology-hardware or not functioning for >48 hours without notification or update	\$100 per vehicle and/or technology software/hardware per day
Replacement vehicles put in service within least 2 weeks/vehicle (add by service provider in description)	\$50 vehicle/day

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. An early trip will be a fine of \$300/route and a late trip will be \$50/vehicle per route for more than 5 minutes late, but less than 15 minutes late. Leaving the Rider Transit Center greater than 15 minutes late will result in a fine of \$100/occurrence.

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 ± 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. An early trip will be a fine of \$300/trip and a late trip will be \$50/trip for a trip more than 5 minutes, but less than 15 minutes outside of the pick up window. A trip greater than 15 minutes late will result in a fine of \$100/occurrence. If an early or late trip for the same passenger happens more than once in a rolling 6-month period, the fine (\$300, \$50, or \$100) will be doubled for each additional occurrence.

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 trip, which causes the passenger to cancel or no-show. The goal for this indicator is for 100% of the trips to be made, or 0% missed trips per month. \$300 & removal of Revenue Hour is the fine for a missed trip. The fine shall double if a specific ADA Paratransit passenger trip is missed repeatedly (\$600 for the 2nd occurrence, \$1,200 for the 3rd, etc.) within a rolling 6-month period.

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. Missed trips also include, interlined, passed, or combined trips.

Liquidated damages of \$300 & removal of Revenue Hour for that trip shall be imposed if the Service Provider does not meet the following general schedule adherence standards. The fine shall double (\$600 for the 2nd occurrence, \$1,200 for the 3rd, etc.) for each subsequent infraction within a rolling 6-month period.

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.

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.

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. This is applicable for Fixed Route and ADA Paratransit. This Operation and Maintenance Facility location is key to managing this timeframe.

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.

Excessively Long Trips – Excessive trip length is considered an illegal "capacity constraint," and enforcement and penalties are handled by the Federal Transit Administration (FTA) and the U.S. Department of Justice (DOJ). If a passenger is onboard greater than 45 minutes when the fixed route headway is 60 minutes or 55 minutes when the fixed route headway is 75 minutes, this constitutes an excessively long trip and will result in a \$300 fine and removal of the revenue hour per incident.

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.

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.

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 vehicle, per occurrence.

Dispatcher staffed and available on all shifts-A Dispatcher position will be filled and staffed at all times during revenue service hours and/or special events and circumstances. For every revenue hour that a dispatcher position is not filled and staffed, a fine of \$100 per revenue hour will be assessed.

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

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.

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.

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 will apply as well in addition to those outlined in this section.

Inadequate Staffing - the Service Provider is responsible for maintaining all positions filled and immediately notifying the City of any absences or vacancies. Failure to have 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 30 days with approved replacements will result in the City deducting the daily prorated amount of that position's salary and benefits from current monies owed to the Service Provider beginning on day 31 of the vacancy.

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 or \$50 for each incorrect report.

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.

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, the liquidated damages will be \$50 for the first occurrence, and \$100 for the second and subsequent occurrences.

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

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 vehicle, per occurrence, per vehicle and a \$50 liquidated damage assessment for each day such preventive maintenance if the vehicle is in service and is overdue.

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.

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 vehicle, per day.

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.

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.

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. 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.

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 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.

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.

Repair notification and schedules-Failure to notify the Transit director of designees of vehicle repair needs or delays in schedule for repair, there will be a \$100 fine per vehicle per incident per day. Example, if a bus needs to be sent for transmission repair, need for repair, need to be sent off property, updates on repair (including waiting on parts), and anticipated return date will be reported to the City upon each step without delay.

Repair Delays- Expedited repairs should be a priority to ensure utilization of all vehicles/equipment/etc. to encourage equal distribution of use (not one more than another). Delays with repair of vehicles, equipment, etc. without valid reason (ex. products unavailable) will incur a \$50 per day vehicle/equipment/etc. fine unless the valid reason is in writing to the City and written concurrence and understanding from the City has been returned.

Technology-hardware or not functioning for >48 hours without notification or update-Due to a long standing history of technology and hardware not being repaired expeditiously and the City being notified by operators after months of not functioning, any technology or hardware that is not functioning for greater than 48 must be reported to the City in writing and updates to that technology or hardware must also occur in writing every 48 hours until it is fully repaired and fully functioning. If the City is not notified initially within 48 hours of non-functioning technology or hardware, a \$100 fine will be assessed per piece of technology or hardware per vehicle. Every 48 hours that there is no notification or update, the fine doubles (\$200, \$400, \$600).

Replacement vehicles put in service in at least 2 weeks/vehicle-The City strives to maintain vehicles that are within their useful life. When a vehicle is replaced at the end of its useful life, the Service Provider will be responsible for moving all equipment from the old vehicle to the new vehicle at their expense if necessary. For every one new vehicle, the service provider will have two weeks (i.e. 2 vehicles-one vehicle would be ready by 2 weeks and the second vehicle would be ready by 4 weeks) for the vehicle to run in revenue service. For every day beyond 2 weeks, there will be a fine of \$50 per day per vehicle until the vehicle is revenue service.

Upon the possible initiation of microtransit service, any Liquidated Damages that could apply to ADA Paratransit, will apply to microtransit.

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.

Termination

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.

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.

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.

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.

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.

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.

Authority to Terminate.

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 subcontractors. 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.

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.

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.

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.

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:

- 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");
- 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;
- Lawsuits resulting from criminal misbehavior by any Company employee;
- 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;
- 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
- 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.

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.

Insurance

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:

- **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.
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.
- **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.
- **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.

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

- 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.

- 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.
- 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.
- 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.

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
Concord, NC 28025
Phone: 704.920.5209
Email: paynel@concordnc.gov

With Copy To:

City Attorney
City of Concord
35 Cabarrus Avenue W
Phone: 704.920.5115
kolczynv@concordnc.gov

Transit Director
Rider Transit Center
45 Transit Ct NW
Concord, NC 28025
Phone: 704.920.5878
Email: 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.

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.

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:

- 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;
- 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;
- 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;
- 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;
- Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 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.

Miscellaneous

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.

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.

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.

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.

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.

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.

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

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.

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. 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.

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:

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

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.

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.

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.

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

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.

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this ____ day of _____, 20__, in the State of _____;
and the County of _____.

Notary Public _____
My Appointment Expires _____

ATTACHMENT B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

(To be submitted with all bids or offers exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

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

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

My Appointment Expires _____

ATTACHMENT C

**CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

Attachment D

FTA Clauses

ACCESS TO RECORDS AND REPORTS

1. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that

Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

3 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.

§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity

requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and

1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air

carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign- flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal

Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua

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

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

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

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C.

§ 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE

subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of 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.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 - (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
 - (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- (f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- (g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- (h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);

2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

- a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

- b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,

- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings,

specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

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

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

- (2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

Attachment E

Collective Bargaining Agreement

COLLECTIVE BARGAINING AGREEMENT BETWEEN SMART Local 1596 AND TRANSDEV SERVICES, INC. CONCORD, NC
July 1, 2024 – June 30 2027

ARTICLE 1 -PARTIES TO AGREEMENT

The parties to this agreement are Transdev Services, Inc. - Concord, NC, hereinafter referred to as the "Company" or "Employer" and SMART herein after referred to as the "Union".

ARTICLE 2 - RECOGNITION

The Company recognizes SMART as the sole collective bargaining agent with respect to wages, hours and working conditions for employees classified as full-time and/or part time fixed route and para-transit bus operators.

ARTICLE 3 -NON-DISCRIMINATION

The Employer and Union agree to comply fully with all provisions of federal, state, and local labor and employment law. Any dispute arising under this article may be processed under the Grievance and Arbitration process. Throughout this Agreement, the use of the gender Pronouns and teams shall be construed to include both male and female.

ARTICLE 4- SEVERABILITY

Each and every clause of this contract shall be deemed separable from each and every other clause of this contract to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such an event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect unenforceable without impairing the validity and enforceability of the rest of the contract, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear. In the event of such occurrences, the parties agree to meet immediately and, if possible, negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect.

ARTICLE 5 - UNION DUES

In accordance with applicable law and the employee's signed authorization, the Company will deduct, in the amounts designated by the Union, from the wages of such employee, the dues, assessments, initiation fees, or other properly levied fees, and remit them to the Union.

The Union will indemnify and save the Company harmless from any and all liabilities resulting from compliance with any or all of the provisions immediately above which deal with Union Dues and/or other voluntary deductions taken for the benefit of the Union.

ARTICLE 6 - NO STRIKE/ NO LOCKOUT

The Union agrees it will not permit and its members agree that during the term of this Agreement, there shall be no strikes, sit downs, slowdowns, walk outs, sympathy strikes or other concerted cessation or curtailment of work by the Union or its members. The Company agrees that during the life of this Agreement there shall be no lockouts.

If any employee in this Union or group of employees represented by the Union should violate the intent of this Section, the Union shall take immediate affirmative action to prevent such illegal acts and take all necessary steps so that work will be properly resumed. The Union will promptly notify the employer and such employee or employees, in writing, of its disapproval. Violation of the provisions of this Section shall be grounds for disciplinary action up to and including discharge.

ARTICLE 7 - MANAGEMENT RIGHTS

- A. Except as otherwise specifically limited by the Agreement, the Company retains rights to fully control any matters concerning the management and conduct of its business. The exercise of any such rights or functions shall not be subject to the grievance provisions of this Agreement unless in violation of a specific provision of this Agreement. Without limiting the generality of the foregoing, such right and

functions specifically include:

- (1) The hiring, direction, supervision, discipline and discharge for just cause of employees;
 - (2) The planning, direction, control, scheduling, modification, and elimination of any or all operations, and specifically including but not limited to the establishment, modification or elimination of routes and schedules and in general the determination of the nature and extent of service to be provided;
 - (3) The determination of the layout, equipment, vehicles, structures and other materials of the business;
 - (4) The procedures, policies, techniques, methods and means of operating the Company's business;
 - (5) The determination of the number and time of shifts and establishment, abolishment or change of jobs and positions;
 - (6) The determination of the size of the workforce, the allocation and assignment of work (except as agreed to subsequent in this document), including overtime, to employees, the determination of policies affecting the selection of employees and/or applicants for employment, promotion or transfer, and;
 - (7) The establishment of standards of customer service, quality of work and other reasonable measures of employee productivity, including improvement, change or elimination of methods, materials, equipment or facilities.
- B. Furthermore, the Company may implement and enforce reasonable rules and regulations or may modify or eliminate such rules or regulations at any time so long as such rules or regulations are not in conflict with any specific provision of this Agreement. Upon implementation of any new rules or modification of existing rules, the Company shall give written notice to the Union and solicit its input before implementation. The union retains the right to challenge this reasonableness of such rules through the grievance and arbitration process outlined in the contract. The foregoing statement of Management Rights shall not be deemed to exclude other management rights not specifically stated, including those rights provided by law.

The Company's failure to exercise any functions or rights hereby reserved to it, or its exercise of any function or right in any way shall not be deemed a waiver of its right to exercise such function or right, nor preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

All work rules shall be furnished to the Union, and prior to finalization the Company shall meet and confer with the Union. Work rules will be posted fourteen (14) calendar days before becoming effective, except in cases where safety requires immediate implementation, in which the Company may implement immediately, with a copy to the Union within seven (7) business days. The Company agrees to furnish each employee in the bargaining unit with a copy of its current and existing work rules within seven (7) calendar days of implementation, except in cases where safety requires immediate implementation, in which case the Company may implement immediately, and copies will be provided within seven (7) business days following implementation. No discipline will be issues for violation of the policy until seven (7) calendar days after the policy is in effect. New employees shall be provided with a copy of the rules at the time of hire.

ARTICLE 8 - PROBATION PERIOD

The probationary period for a new bus operator shall be ninety (90) days from the date that training is completed. The probation period will be extended by the number of workdays an employee is absent from work or works in another position during the probationary period.

During the probationary period the Company may, at its discretion, discipline/discharge any such employee without recourse through the grievance and arbitration procedure.

ARTICLE 9 - COMMERCIAL DRIVERS LICENSE

The Company agrees that they will reimburse employees for renewals of their required Class B license and Passenger endorsement. Additional license above Class B and all other endorsements will be the responsibility of the employee.

ARTICLE 10 - DOT PHYSICALS

The Company will pay for the cost of all DOT required physicals provided the physical is conducted by a Company approved examiner. The Company will pay up to three hours at the operator's straight time hourly rate for documented, time spent at the physical. The up to three hours paid will not count as time worked.

ARTICLE 11 - MANDATORY MEETINGS

If a mandatory meeting is required on an employee's day off or the meeting does not connect with the employees work assignment for the day, the Company will pay them a minimum of 2 hours.

Employees who are not scheduled to work or who are on approved time off when a mandatory meeting is held agree to make themselves available to the Operations Manager or their designee within 5 business days of their return to work in order to receive the information or training that occurred during the meeting that was missed and/or to make arrangements to receive such training as needed.

ARTICLE 12 - SENIORITY

Company Seniority for Employees: "Company" seniority is the length of continuous service as an employee with the Company or its predecessors, from the date of the successful completion of training and the start of revenue service. Seniority shall be broken, and the employee will be considered terminated under the following conditions:

1. Discharge for just cause, unless reinstated
2. Resignation or other termination of service by voluntary act of the employee; or
3. Failure to return from layoff or an approved leave of absence

If it becomes necessary to reduce the workforce, the Employee in a given Classification with the least Company seniority will be laid off first. When the work force is increased, employees are to be returned to work in the reverse order in which they were laid off, by Classification.

An employee who has been placed on layoff shall be given notice of recall via certified mail by the Company to the employee's last address on file with the Company. The employee must respond to such notice within 48 hours after receipt of notice and return to work as directed in the notice. In the event an employee fails to comply within the preceding times, the employee shall lose all seniority rights under this Agreement and be considered to have voluntarily quit.

An Employee who regularly works a schedule of 35 hours or more per week shall be considered full-time, and one who works less than 35 hours will be considered part time. An Employee who works an average of 35 hours or more per week for a period of four months will be reclassified as a full-time Employee unless there are no full-time positions available.

An employee who accepts a position outside of the bargaining unit within the Company may return to the unit and retain his or her seniority if the employee elects this option within 60 calendar days of the time the employee took the job outside the bargaining unit.

An employee who leaves the Company in good standing with a satisfactory work record and provides and fulfills a standard, two-week notice of resignation will be considered first for rehire when a vacancy occurs.

There shall be posted on January 1 and July 1 each year a revised seniority list, showing the continued seniority of all employees within the full-time and part-time categories.

The seniority dates for Employees hired prior to the ratification of this agreement shall be deemed correct. If two or more individuals complete training and enter revenue service on the same day, seniority shall be determined by date and time the Employee application was submitted.

ARTICLE 13 - BIDDING OF RUNS

The Company reserves the right to prepare the run cut and jobs for all Company Transportation work. The Company shall conduct run cut bids in December 1 - December 15 to go into effect January 1 of the upcoming year. The Company shall also conduct run cut bids June 1st - June 15th to go into effect July 1st of the current year. The Company may conduct additional run cut bids and shall provide notice to the Union prior to posting additional bids.

All run bids will be selected by seniority.

A list of Operators scheduled times to bid will be posted at least ten (10) days prior to the run bid. Operators may submit a pick sheet with the appropriate number of run choices to the dispatcher conducting the pick before the Operator selected bid time. At least five (5) days prior to the posting for bid the union will be provided a copy and asked for their written comments which management shall consider.

The run pick will be conducted within five (5) business days of the end of the bid time. If an Operator does not submit a pick sheet within the time frame designated, the Company shall select their run for them using the same or similar times to the run the Operator is currently holding, if possible.

Vacant Runs

Within seven (7) business days of a run becoming vacant the Company and Union will conduct a bump bid. For full time runs, the bump bid will start in order of seniority. As an operator selects a new run, their open run will be offered to the next lowest person based on seniority until all Operators have selected a new run or kept their original selection. At that time the open full-time position remaining will be offered to the part time employees using the same seniority selection process. When runs are added the Company will do a new run cut and conduct a complete run bid under the provisions of this article. The Company and the Union will agree to any changes to the current meal break policy. The Company will use its best efforts to create run assignments of up to 40 hours without creating runs with built in overtime.

The Company will post a weekly Voluntary Work List to bid on known open assignments and to make themselves available for last minute work on a rotating basis.

The Company will not require any employee to work overtime until all employees, including part-time operators, have turned down a voluntary assignment of overtime and then operators not scheduled off will be required to work the assignment starting with the most junior full-time operator.

Operators whose relief does not show will be required to operate an additional hour of service while a replacement is found.

ARTICLE 14- BENEFITS

I. Health Insurance:

The Company agrees to provide medical, dental and vision benefits for all full time employees covered by this agreement. Upon completion of ninety (90) consecutive days of full-time employment, employees will be eligible to participate in the Company provided benefits. The terms and conditions of the plans may change from time to time, and the parties agree that the Company has the sole right to modify, amend, add to, or make any other changes to the health insurance provided by the Company. The Company shall inform the Union of any proposed changes to plans at least thirty (30) days prior to any material changes in the plans.

Beginning January 1, 2025, Employees hired prior to July 1, 2015, the premium cost share will be 80 % Employer and 20 % Employee. For Employees hired on or after July 1, 2015, the premiums cost share will be 80% Employer and 20% Employee for employee only coverage and 50% Employer and 50% Employee for all dependent tier coverage. Dental and vision cost share will be 50% Employer and 50% Employee for all eligible employees. The employee cost of these benefits will be payroll deducted on a pre-tax basis and reviewed annually.

2. Workers' Compensation

The Company will carry Workers' Compensation coverage in accordance with state law. Injuries received while commuting to and from work are not covered.

3. Modified Duty

The Company acknowledges that employees who are injured at work during the course or scope of their employment may be able to perform modified duties. Only employees who have been injured on the job are eligible for modified duty assignments.

Modified duty assignments will be temporary assignments and will last no more than 90 calendar days. Availability of modified duty assignments is based on need as determined by management.

4. Unemployment Compensation

First Transit will comply with North Carolina employment laws related to unemployment compensation, including, but not limited to, paying unemployment insurance and responding to claims for unemployment compensation.

5. LTD Insurance

The company will make available long-term disability insurance for purchase by the employee.

6. Life and STD insurance

The company will provide at no cost to the employee a \$10,000 life and ADD policy at no cost to the employee. The Company will also provide a short-term disability policy, which pays \$100/week after one week up to 26 weeks at no cost.

7. Full Time Sick Days

- The Company provides time off for all eligible full-time employees who are absent because of personal injury or illness.
 - Each eligible employee who has not yet completed one year of service by December 31 is entitled to one sick day for each four months worked from the employee's start date through December 31 (with a maximum of three days per calendar year).
- Each January 1, eligible employees will receive four sick days per calendar year. Unused sick days may be accrued up to a maximum of 40 days.
- Sick days may be taken in and will be paid in 4- or 8-hour increments and are not credited as hours worked for the purpose of overtime calculation. When a sick day is taken in four-hour increments, the Employee is expected to work the remainder of his or her shift. When Employees take two sick days consecutively, the Company may request written support from a medical provider (i.e. Doctor's note).
- The supervisor may request a written statement from a doctor verifying any illness or injury.
- Employees will not be paid for unused sick days while they are employed or at the termination of employment.

Part Time Sick Days

The Company will provide two sick days (2) to Part Time employees on July 1, 2021, to be used in accordance with the rules above. Starting January 1, 2022, and each January 1 thereafter, the Part Time employee will receive two sick days (2) per calendar year. When a sick day is taken in four-hour increments, the Employee is expected to work the remainder of his or her shift. When Employees take two sick days consecutively, the Company may request a written report from a medical provider (i.e. Doctor's note)

8. Vacation

The vacation year is defined as the period beginning January 1 and ending on December 31st. One employee will be permitted off on vacation per shift each day.

Vacation will be selected by bid December 1 - December 15 to go into effect January 1 of the upcoming year. It will be granted based on seniority. Any vacation time not selected by December 15th will be granted on a first come, first served basis based upon operational needs. A second, and limited, vacation bid will be conducted on June 1st - June 15th to go into effect July 1st of the current year. The Company will post the days available for vacation, and employees must bid their remaining vacation at that time. Days will be approved and assigned by the Company on a seniority basis. Vacation days not bid and approved through this process will not be guaranteed.

During the first twelve (12) months of employment, after completing training, vacation time is accrued at .416 days per month to five days annually.

After 12 months of employment, time is accrued at .832 days per month to 10 days annually. After 10 years of employment, time is accrued at 1.666 days per month to a total of 20 days annually.

- Eligibility - Vacation is earned in the year it is to be taken. Vacation may not be carried over from year to year. Vacation not used by the end of the year is forfeited "use it or lose it" unless prohibited by local or state law or if the employee is requested and agrees to defer an approved, scheduled vacation in which case the Company will pay out the deferred vacation. For employees who received 10 or more vacation days, the Company will pay out unused vacation, to a maximum of five unused days.

When vacation days can be taken: Vacation days should be scheduled in advance and approved by Management. They must be taken in four- or eight-hour increments. When vacation is taken in four-hour increments, the Employee is expected to work the remainder of his or her shift. The Company reserves the right to determine when vacations may be taken based upon service needs. However, vacation time scheduled and approved may not be cancelled without the affected employee's permission.

- Vacation time may be taken that has not yet accrued - up to the amount of annual accrual _ subject to supervisory approval. If employment is terminated and vacation time not yet accrued has been taken, any amount used but not accrued will be deducted from your final paycheck unless prohibited by the governing law in the state.

- Any employee who resigns employment from the Company and gives at least a two-week notice will be paid any vested, unused vacation time for the calendar year. Vacation pay will not be paid out to employees who are terminated or resign without at least a two-week notice.
- In order to receive the monthly accrual for vacation time you must have worked at least 50% of your regularly assigned work days for the month.

Part-time employees are not entitled to vacations benefits during their first 12 months of employment. After 12 months of continuous employment, part-time employees are entitled to three (3) paid vacation days annually subject to the provisions listed above.

The company will allow employees with more than one week of earned vacation to use two single vacation days with a five day notice to be granted on accrued time subject to the per day limit on vacations in paragraph one of this article.

9. Paid Holidays

The Company will provide full time employees with paid time off for the following recognized holidays each year:

New Year's Day; MLK Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Thanksgiving Day; Christmas Day. And four (4) personal days

The Company reserves the right to determine when personal days may be taken based upon service needs.

- Holidays and personal days will be paid 8 hours.
- Holiday and personal day hours are not credited as worked hours for purpose of overtime calculation.
- If a holiday falls on a Saturday or Sunday and the holidays above are not otherwise recognized by having an alternate weekday day off, the Company shall provide employees a floating holiday in lieu thereof
- When the holiday falls within an eligible employee's vacation, the employee may elect to extend the vacation period by one day or may retain that vacation day for later use.

In order to be eligible to receive holiday pay the employee must work his/her entire shift on the holiday, if scheduled, and his entire shift on his/her last scheduled day before and his/her next scheduled day after the holiday.

401 (k) Savings Plan:

The Company will provide a 401(k) Plan to all full-time and part-time employees the first quarter following completion of ninety (90) days of service. The Company will match ten percent (10%) of the participants pre-tax contribution, up to six percent (6%) of the Eligible Compensation (6/10% (.60%) maximum Company contribution). There is a five-year graded vesting schedule with the employees earning a year of vesting service for each calendar year they work at least 1,000 hours.

10. Union Business

1. Members of the Union who may be elected or appointed to any office of its international organization, which may require absence from the service of the Company. Such members shall be granted a leave of absence, without pay and without loss of seniority, provided that not more than two (2) employees at any time, however, if manpower is available the Company will consider more.

A maximum of one (1) Union officer (if manpower is available the Company will consider more) may be granted a leave of absence (not to exceed 5 working days), without pay for the purpose of conducting Union business, without loss of seniority, counted towards absenteeism or other rights and benefits, provided that the General Manager or their Designee is provided with at least 72 hours written notice.

11. LEAVES OF ABSENCE

The Company agrees to grant reasonable time off, without loss of seniority rights and , without pay, to An Employee designated by the Union to serve on official Union business. The Company shall not be required to grant Union Leave to more than one (1)

employee at any time The request for time off must be made in writing at least 72 hours in advance, specifying the length of time requested off. The Company may in its discretion grant a leave of absence without pay and without loss of seniority to full-time employees who have completed their probationary period, for good cause when requested by the employee in

writing as soon as possible in advance of the leave. In no event will such leave be granted for more than a total of 90 calendar days in a calendar year. In the case of a medical leave of absence, the leave may be extended beyond 90 calendar days with proper documentation from the employee's physician, not to exceed a total of six (6) months leave of absence in a calendar year. An employee who does not return to work on the specific day scheduled for his or her return or who engages in employment with another employer while on such leave, unless previous written Company approval has been granted, will be considered to have voluntarily quit his or her employment with the Company.

The Company will comply with the provisions of the Family Medical Leave Act (FMLA). Any paid sick leave will run concurrently with un-paid FMLA leave.

An Employee having enlisted or currently in the military service of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, shall be granted all rights and privileges provided by the Act.

12. Military Leave

In addition to the applicable federal and state regulations, the Company will continue Life Insurance policies for employees while on extended military leave, not to exceed one year.

13. Bereavement Leave

The Company will provide an employee with up to three paid days of absence based on an employee's normal work schedule, plus 2 additional paid days if needed for one way travel over 200 miles, for bereavement of a family member limited to spouse, parent/legal guardian, child, stepchild sister, brother, grandparent, grandchild or parent in-law, brother-in-law, and sister-in-law. The company may request documentation

14. Jury Duty

The Company protects its employees' right to serve as a juror, and will not prohibit, threaten or coerce any employee who is summoned for duty, in compliance with federal and state regulations. Employees must provide the Company with a copy of the jury summons and any other court issued documentation on jury duty and pay. Compensation will be paid at the regular base rate for up to ten days' jury duty service per calendar year. The employee shall endorse and deliver the jury duty check to the Company together with the attendance slip verifying actual dates of service. The employee will be allowed to retain mileage and lunch allowances paid by the court.

15. Cleaning Supplies:

The Company will continue to make cleaning products available.

16. Uniforms

The Company will provide newly hired employees with 5 shirts, 5 pants, and a coat. The Company will replace uniforms as needed, as determined by the Company.

Effective July 1, 2025 the Company will reimburse the employee up to One-hundred dollars (\$100.00) annually (July 1- June 30) toward the purchase of shoes, provided that a receipt for the cost of the purchase is provided.

17. The parties agree to modify all provisions that identify the employer other than Transdev Services, Inc.

ARTICLE 15 – WAGES

1. Fixed Route Operators

Service	6/13/2024	7/1/2025	7/1/2026
Training:	\$18.71	\$19.45	\$20.22
0 - 12 months	\$21.75	\$22.62	\$23.52
13 - 24 months	\$22.52	\$23.42	\$24.35
25 - 36 months	\$23.01	\$23.93	\$24.88
37+ months	\$23.92	\$24.87	\$25.86

2. Para-Transit Operators:

Service	6/13/2024	7/1/2025	7/1/2026
0 -12 months	\$17.84	\$18.55	\$19.29
13 - 24 months	\$18.09	\$18.81	\$19.56
25 - 36 months	\$18.35	\$19.08	\$19.84
37+ months	\$19.37	\$20.14	\$20.94

Operators training cadets will receive an additional one-dollar (\$1.00) per hour while training.

1. Reports

Employees involved shall fully, properly, and completely report any accident or unusual Occurrence involving the Company or property of the Company (including personal injury accidents) in any manner. The Company will provide a copy of these reports upon written request from the employee.

If any Operator is off regular shift times:

1. Operators shall be compensated Thirty (30) minutes at straight time of pay to complete accident paperwork.
2. Operators shall be compensated Ten (10) minutes at straight rate of pay to complete incident report(s).

ARTICLE 16 – EMPLOYEE DISCIPLINE

The Company will not discipline an Employee without just cause; however, nothing shall prevent the Company from removing an Employee from service while it conducts an investigation. Investigations shall not exceed ten (10) business days and may be extended for an additional ten (10) business days with written notice to the Union. An employee suspended from service who is found not guilty of an infraction, will be made whole.

The Company will forward to the Union a copy of all discipline issued to its Employees, when it is issued to the Employee. The Company recognizes the concept of progressive discipline; however, the Company considers some misconduct/infractions warrant bypassing the progressive discipline steps and may subject the Employee to suspension or termination on the first offense.

Progressive discipline shall generally include the following steps:

Documented verbal warning – This is an informal notice to the Employee that he or she has violated the Company's policies or work rules. This verbal warning is usually accompanied by a discussion and counseling session to discover the cause for the infraction and the importance of compliance with Company policies and work rules.

Written warning-This is a formal written notice to the Employee that he or she has violated the Company's policies or work rules. This warning is usually accompanied by a discussion and counseling session to discover the cause for the infraction and the importance of compliance with Company policies and work rules.

Suspension - This is an involuntary absence from work for which the Employee is not paid.

Termination - The Employee's employment with the Company is ended. It is the last step in the progressive discipline program.

The Company must issue discipline within ten (10) calendar days of gaining knowledge of the alleged wrong of the employee. In the case of vehicle accidents, the ten (10) calendar days shall run from the finding of preventability.

Service records shall be maintained for all employees by the Company, and, upon written request, the employee shall be offered and opportunity to review same. All disciplinary action within the past twelve (12) months from the date of issuance will be considered for disciplinary action. The period for disciplinary action for safety infractions and accidents will be thirty-six (36) months.

ARTICLE 17 - STEWARDS AND OFFICERS

- A. The accredited District Representative of the Union shall be permitted at any time to enter facilities of the Company

after contacting the Company representative in charge. The Union should contact the location manager 24 hours prior to the visit unless it is an emergency.

- B. Union official shall be permitted to attend all meetings between an employee(s) and any other Union representative and Company representatives. Union Stewards shall be granted reasonable time off, without pay, for the investigation or settlement of grievances, work rules, or disputes involving administration of this Agreement or necessary meetings with Company officials. The request for time off shall be submitted at least 24 hours in advance, whenever possible, with exceptions for urgent circumstances. The Company recognizes the rights of employees to request Union representation in any meeting with the Company that the employee reasonably believes could result in discipline.
- C. Union Stewards shall be granted reasonable time off, without pay, for the investigation or settlement of grievances, work rules, or disputes involving administration of this Agreement or necessary meetings with Company officials. The request for time off shall be submitted at least 24 hours in advance, whenever possible, with exceptions for urgent circumstances.
- D. The Company recognizes the rights of employees to request Union representation in any meeting with the Company that the employee reasonably believes could result in discipline.

ARTICLE 18-GRIEVANCE

The Company and the Union agree to meet and discuss, with each other's representatives, upon all questions and grievances which may arise between them and attempt to resolve the issue prior to filing a grievance.

A grievance is defined under the agreement as a dispute raised by an employee or Union on behalf of the employees in the bargaining unit over the interpretation, application, or conditions of the agreement a written grievance should at a minimum, contain the date of the alleged violation, the nature of grievance and contract reference.

The procedure for handling grievances shall be as follows:

Step 1

The employee and/or the Union shall submit the grievance in writing to the Operations Manager (or designee) within ten (10) days from date of the occurrence or when the grievant or Union should have reasonably known of the occurrence upon which the grievance is based. The Company will give a written response to the grievance within ten (10) days from the date it is received. A meeting will be held if requested by either party; and if a meeting is held, the days provided for response will, start the day after the meeting.

Step 2

Failing satisfactory disposition of such grievance, the grievance may be appealed in writing to the General Manager within ten (10) days from the date of denial. A written decision will be given by the Company within ten (10) days from the date appeal was received. A meeting will be held if requested by either party; and if a meeting is held, the days provided for response will start the day after the meeting

Failing satisfactory disposition of such grievance, the Union may, within thirty (30) days of written decision in step 2 appeal the grievance to arbitration.

Failure to adhere to the time limits specified herein will result in a forfeiture of the grievance. The time limits may be extended by mutual agreement, and such requests will not be unreasonably denied, and such extension shall be confirmed in writing. All time limits specified herein shall exclude Saturday, Sunday and holidays.

ARTICLE 19 - ARBITRATION

If a grievance is not settled in the grievance procedures defined in Article 18 such grievance may be submitted to an Arbitrator by the Union or Company, but not by an individual employee or group of employees, in the manner set forth in this Article.

If the Union desires to submit such unresolved grievance to arbitration, it shall so notify the Company as outlined in Article 18 and they will jointly request a list of five (5) names of persons available to act as arbitrators from the Federal Mediation and Conciliation Services.

The Company and the Union shall alternate in the striking of names, and the parties shall determine who strikes first. The person whose name remains on the list shall be ' designated as the Arbitrator and the FMCS notified.

The power of the Arbitrator is limited to the interpretation and application of the specific terms and provisions of the agreement and they shall have no power to add to, subtract from, alter, supplement, or modify in any way of such terms and provisions. The decision of the Arbitrator shall be final and binding upon the employees, the Union, and the Company. No grievance may be submitted to arbitration that arose prior to the effective date of this Agreement. Any step of the grievance procedure may be waived by both parties. The expenses of the Arbitrator shall be shared equally by the parties. Any transcript of the proceedings may be requested by either party, but the cost of such transcript will be borne by the party requesting the transcript. If the transcript is required by the Arbitrator, the parties will split the cost.

A. In discharge cases, if the employee is returned to work with any back pay, such back pay award shall be reduced by any interim earnings made by the employee during the liability period unless restricted by law. In the event it is later found that the employee withheld any financial information; such employee shall be terminated for dishonesty. Failure to adhere to the time limits specified herein will result in a forfeiture of the grievance. The time limits may be extended by mutual agreement, and such requests will not be unreasonably denied, and such extension shall be confirmed in writing. All time limits specified herein shall exclude Saturday, Sunday and holidays.

ARTICLE 20 - MEDIATION

If a discharge is involved both parties must agree to take the case to mediation and the mediation must occur within 60 days of the company's decision in the second step of the grievance process. Otherwise, either party may seek the use of mediation.

ARTICLE 21 - COMPLETE AGREEMENT AND WAIVER

A. During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not:

(a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking, and the agreement of the Company and the Union and finally determines all matters of collective bargaining for its term. Changes in this Agreement must be reduced to writing and executed by both the Company and the Union.

B. This Agreement comprises the total and entire Agreement pertaining to wages, rates of pay, hours of employment and other terms and conditions of employment with respect to the employees covered by this Agreement. There are no side agreements, oral agreements, or other agreements not encompassed herein, which either the Union or any employee in the unit may hereafter raise based on past practice or otherwise, which will entitle the Union or any employee to any right, privilege or other benefit not specifically set out herein. All past practices, whether written or oral, existing prior to the effective date of this Agreement are terminated as of the effective date of this Agreement unless they have been reduced to writing and expressly incorporated into the terms of this Agreement.

No provisions or terms of this Agreement may be amended, modified, changed, altered or waived except by written document executed by the Company and the Union.

ARTICLE 22 - TERMS OF AGREEMENT

The Agreement shall become effective July 1, 2024 and shall continue in effect until midnight June 30, 2027.

This Agreement shall continue thereafter from year to year, unless written notice of a desire to terminate or modify the Agreement is given by either party, the Company, or the Union, to the other party not more than 90 days or less than 60

days prior to the expiration date of the Agreement.

Transdev Services, Inc. -Concord, NC: SMART Local 1596

Transdev Services, Inc. VP, Operations
