

CITY OF DURHAM NORTH CAROLINA

REQUEST FOR PROPOSALS

**MANAGEMENT AND OPERATION OF
THE DURHAM AREA TRANSIT AUTHORITY**

**FIXED ROUTE TRANSIT SERVICE
(TRANSIT MANAGEMENT)**

ISSUED MARCH 1, 2010

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1.0 INTRODUCTORY INFORMATION

The City of Durham, North Carolina (hereinafter City) is issuing this Request for Proposals (hereinafter RFP) to select a firm to manage and operate the Durham Area Transit Authority (hereinafter DATA) fixed route transit service under the terms of a transit management contract. This RFP is issued along with a companion RFP to select a firm to manage and operate the DATA demand responsive transit service under the terms of transit contracting contract. Firms may submit a proposal in response to this RFP and/or the stated companion RFP. The City may therefore enter into two contracts with one firm for both services. However, if in the sole and exclusive discretion of the City, it is determined that it is more advantageous to the City to enter into two separate contracts; one with one firm for the fixed route service and one with a second firm for the demand responsive service, then the City will do so and all firms submitting proposals in response to this RFP and the companion RFP shall be required to enter into the contract for the one service selected by the City.

The DATA fixed route transit service currently includes 19 routes. Although DATA's authorized service area extends up to 30 miles beyond the city limits of the City of Durham, most of the 19 fixed routes provide service within the city limits. Indeed, 80 percent of the land area of the City of Durham is within one-half mile of a transit stop. The DATA fixed route service is provided using 37 peak hour vehicles. Fixed route service is provided seven days per week generally from 5:30 a.m. until 12:30 a.m., Monday through Saturday, and from 6:30 a.m. until 7:30 p.m. on Sunday and holidays. The system is characterized as a "pulse" system, with 30-minute headways on most routes designed to facilitate connections between routes and reduce passenger-waiting time. On an annual basis, approximately 175,000 hours of revenue service are provided with revenue miles approximating 2,500,000. Ridership approximates 5,000,000 annually. The DATA fixed route transit service is currently provided with a revenue vehicle fleet totaling 72 vehicles as more fully described in Exhibit 1. The most recent 12 months of fixed route operating statistics are more fully described in Exhibit 2.

From the time the City entered the transit business in 1991, when it assumed responsibility for the transit system previously operated by Duke Power Company, until July 1, 2001, the DATA fixed route service was provided through a transit management contract. Through the transit management contract, the contractor collected a management fee from the City for managing the DATA fixed route system, and all operating costs of the fixed route system were paid by the City through the contractor. In July 2001 the City of Durham restructured the contractual arrangement underlying the provision of the fixed route transit service and selected a contractor under the terms of a transit contracting contract, which paid the contractor on the basis of a rate per revenue hour of service. Effective October 1, 2007, the City returned to a transit management contractual arrangement, as described above and elsewhere herein.

Already established according to the laws of North Carolina is a corporation called the Durham City Transit Company (hereinafter DCTC), which is a subsidiary corporation of the current fixed route service contractor, the ownership of which is contractually

required to be transferred to any successor fixed route service contractor. All persons engaged in the day-to-day provision of the fixed route service are employees of DCTC. Unlike most if not all transit management contracts, no one engaged in the day-to-day provision of the fixed route service is an employee of the parent corporation of DCTC, not even the General Manager who is the highest ranking individual in the DCTC organization. It is the City's intention to maintain this arrangement, thus the reason why proposals submitted are to exclude the naming of any "management team" for the fixed route transit service. However, in the event there ever becomes a vacancy in the positions of the General Manager, Assistant General Manager, Controller, Operations Manager, or Maintenance Manager, the successful firm will recommend, and with the approval of the City of Durham, will then select and install their successors as employees of DCTC, as more fully described elsewhere herein.

The successful firm will maintain DCTC in good standing and provide any and all necessary support to fully staff and maintain it as a fully functional corporation, which, by assignment, shall be responsible for managing and carrying out the day-to-day operations of the DATA fixed route service. The City will pay the successful firm a management fee for such service, and it will establish a working cash fund for use by DCTC. All expenses associated with the DATA fixed route transit service and payment of the fee charged for the demand responsive service will be borne by DCTC and will be reimbursed by the City upon submission of the appropriate monthly financial statements by virtue of the City re-establishing the working cash fund to its original amount.

In summary, the City may enter into two contracts with one firm in response to this RFP and the stated companion RFP; or it may enter into one contract with one firm in response to this RFP, and a separate contract with a second firm in response to the stated companion RFP. In terms of the fixed route service, the successful firm shall assign its contractual responsibilities to DCTC, which, with financial backing from the City, shall be responsible for all operating expenses associated with the City's fixed route service and payment of the fee charged for the demand responsive service.

2.0 SCHEDULE AND PROCESS

2.1 General Schedule

The schedule for selecting a firm to manage the DATA fixed route transit service is as shown below. The City reserves the right to alter the dates shown by written notice.

RFP advertised and issued:	03/01/10
Pre-proposal conference:	03/12/10
Deadline for receipt of written questions and requests for addenda:	03/16/10
Issuance of City of Durham responses and/or addenda:	03/19/10
Proposals due to City of Durham:	03/31/10
Selection of proposers in competitive range:	04/09/10
Discussions with proposers in competitive range:	04/15/10 and 04/16/10
Best and final offers due:	04/28/10
Negotiation of final contract documents:	05/03/10
Selection of contractor by Durham City Council and notice to proceed:	06/21/10
Start of service:	10/01/10

2.2 Preproposal Conference

The City will conduct a preproposal conference at the DATA Facility, 1907 Fay Street, Durham, North Carolina, at 1:00 p.m. on the date set forth in section 2.1 above. The purpose of the conference is to clarify any ambiguity in this RFP, and to answer any questions proposers may have regarding any aspect of this RFP. A tour of the facilities will be available on the day of the preproposal conference. While potential proposers are strongly encouraged to attend the preproposal conference, attendance is not mandatory.

2.3 Clarification Requests and Responses

A proposer may submit to the City a request for interpretation of or clarification to this RFP or any addendum thereto. Requests for clarification or modification of this RFP must be submitted in writing. Any such request must be received by the Transit Administrator, City of Durham/Durham Area Transit Authority, 1907 Fay Street, Durham, North Carolina, 27704, in writing, by 2:00 local time on the date specified in section 2.1 above, and must be accompanied by all relevant information supporting the request. Requests received after that date will not be considered timely.

The Transit Administrator will make a response or determination of each request made by a proposer pursuant to this procedure. The written response or determination will be mailed or otherwise furnished to all prospective proposers by the date specified in section 2.1 above.

2.4 Addenda and Addenda Acknowledgement

If it becomes necessary to amend, clarify, or revise any part of this RFP, the City will provide a written addendum to all proposers setting forth that change. The City is not bound by any oral interpretations, oral clarifications, or oral changes made in the written specifications by the City's employees.

Proposers shall acknowledge receipt of addenda as instructed in section 3.1 below. Where such addenda require substantial changes in the services to be provided or the proposed management fee for those services, the City may, at its discretion, postpone the final date set for proposal receipt by such number of days as the City believes are necessary to enable prospective proposers to revise proposals.

2.5 Submittal of Proposals

Proposals must be sealed and submitted to the address denoted in section 2.3 above. On the outside of the sealed package must be the name of the proposer and the wording "DATA Fixed Route Proposal - Number 2010." Proposals must include one (1) original and seven (7) copies.

Within the sealed package, in a separate sealed package, there must also be one (1) original start up fee proposal for the fixed route service and one (1) management fee proposal for the fixed route service, all signed by an authorized representative of the proposer. On the outside of this envelope, there must be the wording "DATA Fixed Route Management Proposal – Number 2010 – Start Up and Proposed Fee."

Proposals must be received no later than 2:00 p.m. local time on the date specified in section 2.1 above. Proposals received after the specified date and time shall be considered late and shall not be considered for award. Late proposals shall be returned to the sender unopened.

Proposals shall provide a straightforward, concise delineation of the proposer's capability to satisfy the requirements of this RFP. Each proposal shall be submitted in the requested format providing all pertinent information specified in this RFP, and signed in ink by a duly authorized officer of the company.

Proposers understand and agree that the submission of a proposal will constitute acknowledgement and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria set forth in this RFP, except as otherwise specifically indicated in the proposal. Any and all parts of a submitted proposal, as it may become revised, will become part of a subsequent contract between the successful proposer and the City.

Responses to this RFP shall be made in accordance with the specifications, required submittals, and instructions set forth in this RFP. Failure to adhere to these requirements or the submission of false, incomplete, or unresponsive statements in connection with a proposal will be sufficient cause for rejection of the proposal. The evaluation and determination of the satisfaction of these requirements shall be the sole responsibility of the City and its judgment shall be final.

2.6 Single Proposal Response

If only one proposal is received in response to this RFP, information will be requested from the proposer to enable the City to determine if the start-up and management fees are fair and reasonable.

2.7 Proposal Withdrawal

Prior to the date and time set in sections 2.1 and 2.5 above as the proposal receipt deadline, proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written notice including a facsimile. If proposals are modified or withdrawn in person, the authorized representative shall make his or her identity known to the Transit Administrator and shall sign a receipt for the proposal. Written notices must be received by the Transit Administrator at the address specified in section 2.3 above, or at 919-560-1534 if sent by facsimile. After the proposal receipt deadline, proposals may not be withdrawn for one hundred fifty (150) calendar days.

2.8 Cost of Proposal

Any costs incurred by proposers responding to this RFP in anticipation of receiving a contract award will not be reimbursed by the City.

2.9 Anti-Lobbying Clause

No person (or entity) submitting a proposal in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person (or entity) shall contact through any means or engage in any discussion concerning the award of this contract with any Council Member of the Durham City Council or any Member of the DATA Board of Trustees or their personal staff during the period beginning on the date of requesting this RFP and ending on the date of formal selection of the successful firm by Durham City Council. Any such contact shall automatically disqualify the proposer. Contact with City staff, including DATA staff, during such time period shall only be through the Transit Administrator and shall be limited to site visits and investigations, and discussions leading to BAFOs.

2.10 Rejection of Proposals

The City reserves the right to accept or reject any and all proposals submitted in response to this RFP, or refuse to enter into any contract resulting from any proposal submitted, without liability or expense to the City.

2.11 Cancellation of Request for Proposals

The City reserves the right in its sole and exclusive discretion to cancel this RFP in whole or in part.

2.12 Discussions with Proposers in the Competitive Range

Proposers must be prepared to be present in Durham, North Carolina on either of the two dates specified in section 2.1 above for the purpose of participating in these discussions.

2.13 Negotiation of Final Contract Documents Barred

The agreement proposed by the City is attached as Exhibit 3. There shall be no negotiation of the final contract document, excepting only non-substantive matters as determined in the sole and exclusive discretion of the City, which shall be final. Rather, each proposer shall include in its proposal (as instructed elsewhere herein) a description of any contract changes that are desired by the proposer and the reason for requesting same. Such requests will only be considered by the City as part of the evaluation and best and final offer process, if the latter becomes applicable.

2.14 Acceptance of Proposal

Each proposal shall be submitted with the understanding that it is subject to negotiation at the option of the City pursuant to the evaluation procedure set forth in section 3.0. Upon acceptance in writing by the City of the final offer to furnish any and all of the services described herein, the parties shall promptly execute the final contract documents. The Contract shall bind the proposer to furnish and deliver at the price proposed and in accordance with conditions of the accepted proposal and this RFP, as negotiated.

2.15 Proposal Protest Procedures

2.15.1 General

Proposal protests of an interested party regarding the procurement actions of the City will be considered and determined in accordance with the following procedures. A protest which is submitted by a party that is not an interested party or which is not in accordance with these procedures shall not be considered by the City, and will be returned to the submitting party without any further action by the City.

2.15.2 Definitions

For purposes of this Proposal Protest Procedures section:

The term “approval” means the action by the City of selecting a contractor.

The term “award” means the action of executing a Contract.

The term “Contract” means the document to be negotiated between the City and the successful proposer.

The term “days” refers to normal business days of the City staff offices.

The term “interested party” means any person (a) who is an actual or prospective proposer or offeror in the procurement involved, and (b) whose direct economic interest would be affected by the award of the Contract or by a failure to award the Contract.

The term “solicitation” means a Request for Proposals, or other form of document used to procure services.

2.15.3 Grounds for Protests

Any interested party may file a proposal protest with the City on the grounds that: the City has failed to comply with applicable Federal or State law; the City has failed to comply with its procurement procedures; or the City has failed to comply with the terms of this RFP.

2.15.4 Contents of Protest

A proposal protest must be filed in writing and must include:

The name and address of the protestor.

The name and number of the procurement solicitation.

A detailed statement of the grounds for the protest, including all relevant facts and the Federal or State law or the provision of the City procurement solicitation alleged to have been violated.

Any relevant supporting documentation the protesting party desires the City to consider in making its decision.

The desired relief, action, or ruling.

Protests must be submitted to the Durham City Manager at the address denoted below with a copy submitted to the Transit Administrator at the address denoted in section 2.3 of this RFP.

City of Durham
Office of the City Manager
101 City Hall Plaza, 2nd Floor
Durham, North Carolina 27701

All protests must be received at the City offices during normal office hours of 8:00 a.m. to 5:00 p.m. local time.

2.15.5 Timing Requirements and Categories of Protests

The City will consider the following two types of protests by interested parties, in accordance with the timing requirements specified:

2.15.5.1 Protests regarding solicitation documents.

Any proposal protest alleging improprieties in the solicitation process or in solicitation documents must be filed no later than 15 days prior to the deadline for submittal of proposals in order to be considered by the City. Any protest based on such grounds filed after that date will not be considered by the City. This category of protests includes, but is not limited to, allegations of restrictive or exclusionary specifications or conditions.

2.15.5.2 Protests regarding proposal evaluation or Contract award.

Any proposal protest regarding the evaluation of proposals by the City or the approval or award of the Contract must be filed with the City no later than 10 days after the grounds for protest should have reasonably been known to the protestor, but in no event later than 5 days after the Contract has been approved by the Durham City Council. Any protest filed after such date that raises issues regarding the proposal evaluation or the Contract approval or award will not be considered by the City.

2.15.6 Review by City

The City will notify the protestor upon timely receipt of a proposal protest and may, where appropriate, request additional information from the protestor within a time certain to be specified in the notice by the City. The City will also give notice to other bidders or offerors in the procurement involved and may permit any such party to submit information regarding the merits of the protest. The City may, in its discretion, hold a conference with the protestor to review the issues raised by the protest and may allow the protestor to submit a rebuttal regarding information submitted by another party.

2.15.6.1 Protests regarding solicitation documents or process.

Upon receipt of a timely protest regarding the solicitation, the City will postpone the opening of the proposals until resolution of the protest. The filing of the protest will not, however, change the date on which proposals are due, unless the City Manager determines, and so notifies all proposers, that such a date change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all proposers.

2.15.6.2 Protests regarding proposal evaluation or Contract award.

Upon receipt of a timely protest regarding evaluation of proposals or the approval or award of the Contract, the City will suspend Contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful proposer may not recover costs resulting from any delay through a change order.

2.15.7 Ability to Proceed

Notwithstanding the pendency of a proposal protest, the City reserves the right to proceed with the appropriate step or action in the procurement process or in the implementation of the Contract in the following cases:

Where the item to be procured is urgently required;

Where the City determines that the protest is vexatious or frivolous;

Where delivery or performance will be unduly delayed, or other undue harm will occur, by failure to make the award promptly; or

Where the City determines that proceeding with the procurement is otherwise in the public interest.

2.15.8 Summary Dismissal

The City also reserves the right, by action of the City Manager, to summarily dismiss all or any portion of a proposal protest that raises legal or factual arguments or allegations that have been considered and adjudicated by the City in a previous proposal protest in the same solicitation.

2.15.9 Decision on Protest

After review of a proposal protest submitted under this Section, the City Manager shall make a recommendation to the Durham City Council of the appropriate disposition of such protest. The recommendation shall be made on the basis of the information provided by the protestor and other parties, the results of any conferences with the protestor, and the City's own investigation and analysis. The recommendation shall be in

writing and decision of the Durham City Council shall be the final and binding agency action. Except in exceptional circumstances, the decision of the Durham City Council will be rendered within 30 days after the date all relevant information is submitted pursuant to subsection 2.15.4 and 2.15.6 or the date of the conference under subsection 2.15.6, whichever last occurs.

If the protest is upheld, the City will take appropriate action to correct the procurement process and protect the rights of the protestor, including resolicitation of proposals, revised evaluation of proposals or City determinations, or termination of the contract. If the protest is denied, the City will lift any suspension imposed and proceed with the appropriate stage of the procurement process or the Contract, as the case may be.

2.15.10 Appeals

A protestor adversely affected by the decision of the Durham City Council may submit a protest to the Federal Transit Administration (FTA) for review in accordance with FTA Circular 4220.1D, paragraph 7. As stated in that Circular, FTA will only review protests regarding the alleged failure of the grantee to have written protest procedures, alleged failure to follow such procedures, or alleged failure to review a complaint or protest.

Under the following conditions, the City may proceed with the procurement in spite of a pending protest at the FTA: (a) the service or item to be procured is urgently required; (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.

A protestor adversely affected by a decision of the Durham City Council may also appeal such decision to the General Court of Justice, Superior Court Division for Durham County.

3.0 PROPOSAL CONTENT AND EVALUATION

Proposers must provide a written proposal that includes each of the required submittals set forth in this section. A proposal that does not include each of the required submittals will be rejected by the City.

3.1 Cover Letter

Each proposal shall include and begin with a cover letter identifying the entity submitting the proposal and the name of an individual who is authorized to act on behalf of the entity for purposes of this procurement. The cover letter must also acknowledge receipt of any issuance of City responses and/or addenda.

3.2 Table of Contents

A Table of Contents must be included next, and the remaining required submittals should follow and be presented in the order set forth below.

NOTE: In sections 3.3, 3.6, and 3.8 below, there is reference to computer software. However, the successful fixed route service proposer will not be required to provide any of software recommended, so the cost of this software should not be included in the management fee proposed.

3.3 Capability, Management Approach and Experience

A statement explaining and documenting the proposer's ability and approach to performing the scope of services set forth in this RFP for the fixed route service. This statement should include any strategies or concepts the proposer has for enhancing service quality, reducing costs, or otherwise improving the productivity or performance of fixed route transit service, and specific examples of such success elsewhere. This statement should also include a list of all entities, public and private, for which the proposer has managed fixed route transit services during the past five years on the basis of a management fee, including an identification of the services rendered (including labor negotiations and arbitrations if applicable), and the current status of the proposer's involvement in those services. This list shall include the name, address, telephone number, and email address of the chief executive officer of each entity. Members of the City evaluation committee may contact any person listed for use as a reference. Lastly, this statement must identify the accounting software recommended for use by DCTC denoting the approximate cost of this software. The software recommended must be compatible with the Federal Transit Administration's Uniform System of Accounts, and specifically according to Functions 010, 041, 042, and 160.

This section of the proposal is also to include a copy of the firms most recently audited annual financial statements.

This section of the proposal is also to include a description of any contract changes that are desired by the proposer and the reason for requesting same. For each change in the proposed contract contained in Exhibit 3, this submittal should re-cite the current language verbatim and then denote the specific language change desired, followed by a brief summary of why such a change is desired.

3.4 Organizational Structure and Personnel Plan

A statement explaining the organizational structure of DCTC recommended by the proposer, including an organizational chart that denotes full time employee equivalents for all positions within the organization. The recommended organizational structure must be based upon the position listing contained in Exhibit 4 as it may be modified by the proposer, in which case an explanation for each modification must also be included. The statement must also include a recommended job description for each position including the minimum qualification requirements that would be used to fully staff the organization.

3.5 Safety Program

A statement explaining the safety program recommended by the proposer for the fixed route service. The recommended safety program should address the safety of employees and passengers. It should also address operational safety with and without passengers aboard, traffic safety, accident reduction and mitigation, crime prevention, safety for mechanics and service personnel and all employees, including those involved in technical and/or hazardous activities. The recommended safety program proposed must comply with all applicable Federal regulations of the Occupational Health and Safety Administration and all applicable Federal, state, or local safety or environmental laws, regulations, rules, codes, or orders.

3.6 Maintenance Program

A statement explaining the maintenance program recommended by the proposer for the fixed route service. The recommended maintenance program should address the scope and frequency of different maintenance activities with emphasis on the preventative maintenance activities recommended by the proposer to insure reliability and availability of all vehicles and equipment throughout their useful lives. In addition, the maintenance program shall detail the proposer's recommendation for defect reporting and response procedure, and the proposer's recommendation for responding to in-service failures from the moment an operator requests assistance. Lastly, proposers should provide a recommendation for maintenance software for the fixed route service denoting an approximate cost for this software.

3.7 Field Service Monitoring Program

A statement explaining the field service-monitoring program recommended by the proposer for the fixed route service. This program should address, but not necessarily be

limited to: pullouts; early, late and missed trips, lost vehicle operators, in-service failures, unusual traffic conditions, detours, and other events that impact routine service delivery. The recommended field service-monitoring program should also include a description of any field service standards or standard operating procedures recommended, and a reporting system and format designed to monitor performance in relation to these standards and standard operating procedures.

3.8 Customer Comment Program

A statement explaining the customer comment program recommended by the proposer for the fixed route service. This program should address how commendations, community service calls and complaints are received, investigated, addressed, and reported, and specific examples of how complaints were reduced elsewhere. Lastly, proposer should provide its recommendation for any software that can be used to automate the customer comment program for the fixed route service denoting the approximate cost of this software.

3.9 Fee Submittal

A statement of the proposed start up and management fees. Proposers must use the forms contained in Exhibit 5.

NOTE: These forms are not to be included within the text of the original proposal or any of the seven (7) copies, but instead sealed in an envelope and placed separately within the proposal package, as instructed in section 2.5 of this RFP.

3.10 Start Up Plan

A description of the proposer's plan for assuming responsibility for the fixed route service, including an identification of the specific issues that need to be addressed in the start-up, and the proposer's plan for addressing those issues.

3.11 EEO/Affirmative Action Plan

A copy of the proposer's Equal Employment Opportunity Program, including an Affirmative Action Plan (in compliance with Federal law) that includes persons with disabilities and disabled veterans.

3.12 Disadvantaged Business Enterprise (DBE) Information

A statement indicating that proposer will comply with the DBE goals or demonstrate good faith efforts to comply with the DBE goals established by the City. If the prime contractor qualifies as a certified DBE or is proposing a joint venture with a certified DBE, a copy of the DBE certification(s), and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the contract held by the joint venture DBE must also be

provided. In addition the proposer is to complete all of the information/forms contained in Exhibit 9.

3.13 Debarred Bidders' List Information

A certification addressing the debarment and suspension status of the Contractor or any of its principals. Proposers must use the certification form contained in Exhibit 6.

3.14 Lobbying

A certification regarding lobbying. Proposers must use the certification form contained in Exhibit 7.

3.15 Evaluation of Proposals

All proposals received will be evaluated by an Evaluation Committee in accordance with the criteria stated in section 3.16 below. The City shall have the right to determine the fairness and reasonableness of the proposal, and to contact any and all client references. The City will then conduct interviews and discussions with proposers in the competitive range.

Following the interview and discussion process, proposers in the competitive range will be asked to submit a best and final offer (BAFO), which will include a final start up and management fee proposal. After the submittal of the BAFOs, the Evaluation Committee will evaluate the BAFOs and submit that evaluation to the City Manager and a recommendation will be made to the Durham City Council regarding contract award.

Notwithstanding the foregoing stated within this section, the City reserves the right to make the award under this RFP based upon the initial proposals submitted, without establishment of a competitive range and without interviews and discussions and submissions of BAFOs.

3.16 Evaluation Criteria

The following items comprise the evaluation criteria (in order of relative importance) pursuant to which the written proposals will be evaluated.

3.16.1 Management Experience, Capability, and Approach

This factor will include a review and evaluation of the information submitted in response to sections 3.3 and 3.4 of this RFP.

3.16.2 Quality of Program/Plan Submittals.

This factor will include review and evaluation of the information submitted in accordance with sections 3.5, 3.6, 3.7, and 3.8.

3.16.3 Cost

This factor will include a review and evaluation of the start up and management fees proposed.

3.16.4 Start Up Plan

This factor will include a review and evaluation of the start up plan proposed.

3.16.5 Compliance

Compliance with items 3.11 through 3.14.

4.0 SCOPE OF SERVICES – FIXED ROUTE SERVICE

4.1 Establishment and Maintenance of Subsidiary Corporation

The successful proposer, subject to the laws of the State of North Carolina, shall assume ownership of and maintain a separate subsidiary corporation, named the Durham City Transit Company, Inc. The DCTC, by assignment, shall assume the rights and obligations of the successful proposer under the contract between the City and the successful proposer relating to the management of the fixed route transit service; provided however, that upon any such assignment made by the successful proposer, the successful proposer shall remain guarantor of each and every one of the obligations to the City provided by the contract between the City and the successful proposer; and any breach or violation thereof by its assignee shall be deemed a breach or violation by the successful proposer.

In the event the contract between the City and the successful proposer is terminated or expires, the City may, at its sole option, purchase all of the stock of the DCTC, the purchase price being the exact cost expended by the successful proposer in assuming ownership of the DCTC and all of such stock shall be forthwith transferred, assigned and conveyed to the City, its assignee or designee.

4.2 Employment of Personnel

The DCTC shall be the employer of all employees necessary for the day to day management and operation of the fixed route transit service; provided however, that the number of personnel employed by DCTC shall at all times be subject to the approval of the City. The compensation paid to all management and/or non-union personnel shall be within the total compensation range for each such position, as recommended by the successful proposer and approved by the City. The compensation paid to all union personnel shall be as stated in the collective bargaining agreement.

4.3 Responsibilities of the Successful Proposer

The successful proposer shall manage and control all activities necessary for the provision of the fixed route service in compliance with all applicable federal, state and local regulations, excepting only those activities specifically denoted herein as a responsibility of the City. The responsibilities of the successful proposer include, but are not limited to:

Providing all operators, mechanics and service personnel as well as all other personnel;

Training personnel as necessary;

Ensuring that all personnel maintain a professional, courteous attitude toward passengers, including answering to the best of their ability all passenger questions;

refraining from disparaging the City or the successful proposer to passengers, the public or the media; and performing other tasks as directed.

Implementing a drug and alcohol testing program that complies with 49 C.F.R. Parts 653 and 654; producing any documentation necessary to establish its compliance; and permitting any authorized representative of the U.S. Department of Transportation or its operating administrations, the State Oversight Agency of North Carolina, or the City to inspect the facilities and records associated with the implementation of the drug and alcohol testing program.

Fostering improved labor relations and conducting the labor contract negotiations;

Ensuring safety of personnel and patrons, preventing losses and arranging for all appropriate insurance coverages.

Ensuring compliance with applicable environmental and occupational safety and health laws and regulations.

Maintaining all facilities, vehicles, and equipment according to OEM and industry standards;

Developing methods for improving the reliability and efficiency of service operations;

Developing operational and maintenance reporting procedures;

Developing an annual operating budget;

Developing financial controls for the protection of all funds and assets;

Developing reporting procedures necessary for the timely and accurate reporting of all required financial statements including but not necessarily limited to a monthly balance sheet, revenue and expense statement, and cash reimbursement request with all supporting documentation;

Establishing an asset and inventory control system;

Conducting all operational (non-capital) procurements;

Providing the research and specifications for all capital procurements other than the construction of buildings;

Providing customer service;

Conducting fare media sales;

Administering all necessary third party service contracts;

Recommending employee incentive programs designed to improve employee performance and reduce employee absenteeism.

Skilled use of the GFI farebox software and the Trapeze BBFX scheduling software.

And any and all other work necessary to render the DATA fixed route service fully functional, again excepting only those activities specifically denoted herein as a responsibility of the City. More detailed examples of this work are included in Exhibit 10. These examples are not exhaustive of the work required of the successful proposer, but serve to provide all proposers with the level of service required by this RFP.

4.4 Responsibilities of the City

The City will provide the successful proposer with sufficient working funds to pay all payroll and other operating expenses (including payment of the demand responsive service fees and all utilities for the facilities located at 1824 North Miami Boulevard and 1911 Fay Street) under policies, procedures, and controls established and/or approved by the City. The power to increase or decrease the amount of such working funds is reserved to the City. Upon termination or expiration of this Contract, all unexpended balances remaining in such accounts shall revert and be returned to the City.

In addition, the City is responsible for: federal, state, and local grant management and reporting; conducting capital procurements; short and long term service planning; and marketing and public affairs. However, the successful proposer will be responsible for working cooperatively with the City in providing any and all information and/or assistance reasonable and necessary for this work to be performed successfully.

EXHIBIT 1 REVENUE VEHICLE LISTING – FIXED ROUTE SERVICE

Quantity	Year	Type
8	2000	Gillig 30' High Floor with Wheel Chair Lift
3	2001	Gillig 30' High Floor with Wheel Chair Lift
29	2003	Gillig 40' Low Floor with Ramp
1	2005	Gillig 40' Low Floor with Ramp
6	2008	Gillig 40' Low Floor with Ramp
5	2008	Goshen 25' High Floor with Wheel Chair Lift
20	2010	Gillig 40' Hybrid Low Floor with Ramp

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EXHIBIT 2 FIXED ROUTE OPERATING STATISTICS

Attached as a separate electronic file.

EXHIBIT 3 PROPOSED CONTRACT

Attached as a separate electronic file.

EXHIBIT 4 EMPLOYEMENT POSITION LISTING –FIXED ROUTE SERVICE

FTE	Position
1	General Manager
1	Assistant General Manager
1	Customer Service Supervisor
3	Customer Service Representative (FT)
2.5	Customer Service Representative (PT)
1	Safety Manager
1	Assistant Safety Manager
1	Operations Manager
1	Assistant Operations Manager
8	Operations Supervisor
104	Operator
1	Maintenance Manager
3	Maintenance Supervisor
1	Parts Clerk
14	Mechanic
4	Vehicle Attendant
3	Facility Attendant
1	Farebox Shop Manager
1	Farebox Technician
1	Controller
1	Accounting Clerk
1	Payroll Clerk

EXHIBIT 5 START UP FEE SUBMITTAL FORM

Start Up Fee:

The undersigned hereby certifies that he/she is duly authorized on behalf of _____ to submit a proposal to the City of Durham for the management and operation of the DATA fixed route service as described in the Request for Proposals (RFP) issued by the City of Durham on March 1, 2010, and that the entity named herein hereby agrees to provide the services requested within this RFP for the Start Up Fee stated below.

Start Up Fee _____ \$ _____

Signed this _____ day of March, 2010 by _____,
name

the _____ of _____.
title name of entity

Signature: _____

ATTEST by Corporate Secretary: _____

EXHIBIT 5 MANAGEMENT FEE SUBMITTAL FORM

Management Fee:

The undersigned hereby certifies that he/she is duly authorized on behalf of _____ to submit a proposal to the City of Durham for the management of the DATA fixed route service as described in the Request for Proposals (RFP) issued by the City of Durham on March 1, 2010, and that the entity named herein hereby agrees to provide the services requested within this RFP for the Annual Management Fees stated below.

Year 1 Annual Management Fee	\$ _____
Year 2 Annual Management Fee	\$ _____
Year 3 Annual Management Fee	\$ _____
Year 4 Annual Management Fee	\$ _____
Year 5 Annual Management Fee	\$ _____

NOTE: Annual Management Fees stated above must result in an even dollar amount when divided by 12.

Signed this _____ day of March, 2010 by _____,
name

the _____ of _____.
title name of entity

Signature: _____

ATTEST by Corporate Secretary: _____

EXHIBIT 6 DEBARMENT CERTIFICATION

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

The prospective lower tier participant (Proposer/Contractor) certifies, by submission of this proposal, that neither it nor its "principals" [as defined at 49 C.F.R. §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

___If the prospective lower tier participant (Proposer/Contractor) is unable to certify to the statements in this certification, such prospective participant (Proposer/Contractor) shall attach an explanation to this proposal. (Check if applicable)

The lower tier participant (Proposer/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 April, 2010.

Notary Public _____

My Appointment Expires _____

EXHIBIT 7 LOBBYING CERTIFICATION

CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any 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 April, 2010, in the State of _____;
and the County of _____.

Notary Public _____

My Appointment Expires _____

EXHIBIT 8 COLLECTIVE BARGAINING AGREEMENT – FIXED ROUTE SERVICE

Attached as a separate electronic file.

Exhibit 9 Equal Business Opportunity Program

It is the policy of the City to provide equal opportunities for City contracting for small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination.

While there are no SDBE participation goals for this project, in accordance with the Ordinance, all contractors are required to provide information requested in the "SDBE Professional Services Forms" package. **Proposals that do not contain the appropriate, completed "Professional Services Forms" may be deemed non-responsive and ineligible for consideration.** The "Declaration of Performance," "Participation Documentation," Managerial Profile," and the "Employee Breakdown" documents are required of all contractors. In lieu of "Employee Breakdown," contractors may submit a copy of the current EEO-1 form (corporate basis). Other forms in the package should be used as needed. The firms EEO/Affirmative Action Plan is already requested in Section 3.11 of the RFP.

The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about "SDBE Professional Services Forms" should be referred to Deborah Giles or other department staff at (919) 560-4180.



CITY OF DURHAM SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

PROFESSIONAL SERVICES FORMS

Revised 06/08



Mailing Address:

101 City Hall Plaza
Durham, North Carolina 27701
Phone: 919-560-4180
Facsimile: 919-560-4513

Street Address:

302 East Pettigrew Street, C-180
Durham, North Carolina 27701

CITY OF DURHAM EQUAL BUSINESS OPPORTUNITY PROGRAM

Policy Statement

It is the policy of the City to provide equal opportunities for City contracting to small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct the present effects of past discrimination and to resolve complaints of discrimination.

Goals

To increase the dollar value of all City contracts for goods and services awarded to small disadvantaged business enterprises, it is a desire of the City that the contractor will voluntarily undertake efforts to increase the participation of socially and economically disadvantaged individuals at higher skill and responsibility levels within non-minority firms engaged in contracting and subcontracting with the City.

The Equal Opportunity/Equity Assurance Director shall establish project specific goals for each project or contract based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of work, delineated into percentages of the total value of the work.

**Equal Business Opportunity Ordinance
SDBE Participation Documentation**

If applicable information is not submitted with your proposal, your proposal will be deemed non-responsive.

Declaration of Performance must be completed and submitted with your proposal.

SDBE Participation Documentation must be used to document participation of Small Disadvantaged Business Enterprise (SDBE) on Professional Services projects. All SDBEs must be certified by the City of Durham's Equal Opportunity/Equity Assurance Department prior to submission date. If a business listed has not been certified, the amount of participation will be reduced from the total utilization.

Managerial Profile must be used to list the managerial persons in your workforce who will be participating in this project.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

Letter of Intent to Perform as a Sub-consultant/Subcontractor must be completed for SDBEs proposed to perform on a contract. This form must be submitted with the proposal.

DECLARATION OF PERFORMANCE BY CONSULTANT/CONTRACTOR

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:
2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:
3. List anyone outside of your company with whom you will contract on this bid:

The undersigned consultant/contractor certifies that: (check appropriate box)

- a) _____ It is the normal business practice of the consultant/contractor to perform all elements of the contract with its own workforce without the use of subcontractors/vendors; and
- b) _____ That the above documentation demonstrates this *firm's* capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.
- c) _____ The vendor/contractor will use a subconsultant(s) in the fulfillment of this scope of work.

Date

Authorized Signature

PARTICIPATION DOCUMENTATION
(TO BE COMPLETED BY PRIME CONSULTANT/CONTRACTOR ONLY)

Name of all Firms Participating in Project Work	Location	SDBE Firm Yes/No	Nature of Participation	%
---	----------	------------------------	-------------------------------	---

TOTAL _____

 Name - Authorized Officer of Prime Consultant/Contractor Firm (Print/Type)

 Signature - Authorized Officer of Prime Consultant/Contractor Firm

 Date

Managerial Profile

Name of Firm: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____

Date: _____

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition* of the City of Durham's Equal Business Opportunity Ordinance.

Managerial Employees

NAME	POSITION	SOCIALLY/ECONOMICALLY DISADVANTAGED* (YES/NO)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

* M-Minority(African American) W-Woman Other-H-Hispanic, AI-American
Indian, AS-Asian American, Handicapped

EMPLOYEE BREAKDOWN
Part A – Employee statistics for the primary location.

Employment category	Total employees	Total males	Total females	M— a —l— e —s					F— e —m— a —l— e —s				
				White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

Part B – Employee statistics for the consolidated company.
(See instructions for this form on whether this part is required.)

Employment category	Total employees	Total males	Total females	M— a —l— e —s					F— e —m— a —l— e —s				
				White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

Letter of Intent to Perform as a Sub-Consultant

The undersigned intends to perform work in connection with the above project as a SDBE:

Minority (African American) ☐ Woman ☐ Hispanic ☐
American Indian ☐ Asian American ☐ Handicapped ☐

The SDBE status of the undersigned is certified by the City of Durham as identified by the attached copy of certification or the attached SDBE Contractor Identification List supplied by the EO/EA Department.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

<u>ITEMS</u>	<u>PROJECTED COMMENCEMENT DATE</u>	<u>PROJECTED COMPLETION DATE</u>

The undersigned will subcontract _____% of the dollar value of this contract to a SDBE subconsultant/subcontractor and/or non-SDBE subconsultant/subcontractor.

The undersigned will enter into a formal agreement in the amount of \$_____ for the above work with you, conditioned upon your execution of a contract with the City of Durham.

Name_____Title_____

Company_____Telephone_____

Address_____

Signature_____

EXHIBIT 10 PERFORMANCE REQUIREMENT EXAMPLES

Operator Inspections:

Contractor will require each Operator to perform a pre-pullout safety inspection prior to pulling any vehicle out of the maintenance facility, and must complete a Pre-Trip Inspection Report. This inspection must include at least the following aspects:

Air Brake Test

- Air leakage (applied pressure)
- Low air warning devices
- Emergency brake system
- Rear door interlock
- Parking brake
- Service brake

Bus Interior Inspection

- Alarms & Gauges
- Steering Wheel
- Heater/Defroster
- Climate Control
- Operator's Seat
- PA System
- Radio
- Horn
- Emergency triangles
- Farebox
- Fire Extinguisher
- Passenger Seats and Handrails
- Wheelchair Securement Equipment
- Stop Request Strips or Cords
- Windows & Doors
- Graffiti & Cleanliness

Bus Exterior Inspection

- Exterior Lights
- Destination Signs
- Windshield
- Bike Rack
- Wheels/Tires
- Lug/ Axle Nuts & Hub Nuts
- Air Leaks
- Tire Inflation
- Graffiti & Cleanliness

Wheelchair Lift and Kneeling Unit Test

- An Operator must cycle the wheelchair lift or ramp

After performing the pre-pullout safety inspection, the Operator must complete the Pre-Trip Inspection Report and give a copy to the maintenance staff before leaving the maintenance facility. The Operator must also contact the dispatcher prior to leaving the maintenance facility if any safety defect is found. Contractor will immediately repair or replace, prior to start of service, any vehicle with a safety problem.

When making relief or when receiving a bus already in revenue service, an Operator must inspect the bus for damage or safety defects.

An Operator must check his/her bus for damage or defective equipment upon arrival back at the maintenance facility or any storage location. Any damage or defects found must be noted on the Post-Trip Inspection Report.

Accident Kit:

When required to report an accident or incident, an Operator must obtain as many Courtesy Cards as possible from the customers. The Operator must carry an accident kit in his/her possession while on duty. The accident kit consists of the following:

- Accident information envelope
- At least 50 Courtesy Cards
- 10 pencils

Operator Training:

The Contractor shall provide operator training that shall meet generally accepted transit industry standards and in compliance with all applicable transit vehicle operating laws and regulations. All training, with the exception of supervised route training, must be completed before an operator may begin operating revenue vehicles under this contract.

Driver training shall include the following minimum components:

- Vehicle Operation- Includes training on vehicle orientation, safe bus operation, route and schedules orientation, and on-time performance.

- Defensive Driving- Training program must include the National Safety Council's defensive driving instruction.

- Radio Use and Communications

Federal Drug & Alcohol Regulations - All necessary employees shall be trained on the DOT Drug & Alcohol regulations.

General Vehicle Handling and Safety

Passenger Assistance Techniques

Passenger Relations

Farebox Training

ADA Requirements & Sensitivity Training- All drivers must be trained to comply with Title II of the Americans with Disabilities Act (ADA) any additional ADA or Federal Transit Administration (FTA) training or testing that may be required by law.

Operations Manual:

The Contractor shall maintain and update, as needed, a specific Operations Manual for this Contract which documents all operating procedures and policies, including, but not limited to, bus, radio and farebox procedures, driver conduct, safety, public relations, dispatch procedures, security, accidents and daily trip records.

ADA:

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) in performing the work under this contract. Contractor shall also comply with and maintain the following additional requirements when providing transit services under this contract:

All accessibility and safety related equipment must be inspected prior to pullout and, if necessary, repaired promptly so that the equipment is in proper working order at the time the bus begins its assigned route. If the equipment becomes inoperable in route and a bus with a working lift or ramp is available, the spare vehicle must be substituted for the inoperable vehicle.

Accessible buses must stop and provide adequate time for mobility-impaired passengers to board and alight.

If any mobility impaired passenger is not able to board due to broken equipment or for any other reason, the driver must inform the passenger the reason why they cannot be accommodated and when and how alternative transportation will be provided. The driver must immediately report the problem to dispatch by radio or by the most immediate means available, so that the problem can be immediately resolved. Alternative transportation must be provided to the passenger with a “chaser” vehicle.

Contractor must ensure that all drivers are equipped to operate safety and accessibility equipment at the time of pullout. In addition, Contractor must ensure that their

drivers are trained to operate the equipment properly, as well as know and understand the ADA regulations, e.g., calling out stops, etc.

Contractor must provide written and verbal notice to its operators regarding its obligations to provide full and equal access to passengers with disabilities.

Contractor must maintain records for any occurrences in which a mobility impaired passenger is not able to board. The records shall include the bus 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.

Vehicle Maintenance:

Engine - The engine shall be in good running condition, ready for everyday service with no missing parts, hard starting, rough running or poor performance. There shall be no excessive oil leaks from gaskets or seals.

Transmission - Transmissions shall have a smooth shift in all gears and shall not slip or jerk upon shifting. The fluid shall be clean and red with no more than a slight darkening, shall not smell of varnish or be burned. There shall be no leaks from pan gaskets, shaft seal, or front or rear output shaft seals.

Brakes and Air Systems- Air brakes shall hold air on application and have no leaks in the system, shall meet or exceed all safety standards.

Battery - Batteries shall pass a load test and shall be capable of starting the vehicle at least four times in succession.

Tires - Shall have no less than 4/32" tread on steering axle and no less than 2/32" tread on drive axle. Tires with blisters, separation or sidewall damage are unacceptable and shall not be used on any vehicle.

Bumpers and Body - All exterior panels are to be free from damage and graffiti.

Glass - All glass shall be free of cracks, pits, or scratches and free from graffiti. Glass replaced during the course of the contract shall comply with auto safety and OEM specifications and requirements.

Doors - All doors shall open and close smoothly throughout the full range of motion and shall fit tightly against the door frame with no large air gaps. Push bars and sensitive edges shall work properly.

Paint - All painted surfaces shall be in good condition, free from graffiti and scratches, with no perceivable difference in gloss or individual shades or colors.

Air Conditioning and heaters - The air conditioning system and heating system shall be in excellent working condition, cooling the vehicle to OEM standards.

Wheelchair lifts and ramps - Wheelchair lifts and ramps shall be in good operating condition, with all interlocking safety devices, such as straps and clamps, in good working order as specified by the OEM.

Safety Equipment - Horns, wipers, defrosters, hazard flashers and turn signals shall be in good working order. All other equipment (such as fire extinguisher, reflectors etc.) supplied with each vehicle shall be in good working condition.

Seats - All seats shall be clean and free of stains, tears, rips and graffiti. Stanchions shall not have uneven or sharp edges.

All scheduled and preventative maintenance will be performed at such times as to avoid impacting the service negatively. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the adequate number of vehicles will be available for service during the service day.

Preventive Maintenance shall be performed at intervals no less than those specified by the manufacturer. The work performed shall be documented on a Preventive Maintenance Schedule report that is signed by the Maintenance Manager. Maintenance documents shall be made available to the City Liaison upon request.

Daily operator Pre-Trip Inspection Reports must be reviewed daily and all necessary repairs be made. Once a repair is completed, the maintenance record card becomes a permanent part of the bus file record.

The Contractor shall maintain a current vehicle file in chronological order. At a minimum, the following information must be kept in this file:

- Maintenance Repair Work Orders
- Preventive Maintenance Schedule Reports
- Operator's Defect Report (Pre-operation and Maintenance Record cards)
- Report of Trouble
- Quality Assurance Inspection Reports

All maintenance work orders and report files shall become a permanent part of the Contractor's file.

Maintenance personnel who have demonstrated experience, knowledge and training in the work to be performed must perform all repair work. The Contractor will maintain the necessary equipment and tools to perform any authorized work.

Contractor shall document results of brake tests using a brake testing tool that can record measurements of maximum stopping distance achieved during tests.

The Contractor shall take all actions required to preserve any and all manufacturers' warranties regarding all vehicles and equipment. Contractor shall identify eligible warrant repairs and prepare claims in accordance with manufacturer's requirements.

The Contractor shall be responsible for dispatching a replacement bus within 5 minutes in the event the Contractor's bus becomes disabled due to mechanical breakdown or accident. If Contractor is unable to send a replacement bus due to a lack of available equipment, Contractor must dispatch a mechanic to the disabled vehicle within 5 minutes of the breakdown.

Contractor must maintain all equipment installed on the vehicles, including interior and exterior cameras, public address systems, and digital video recorders.

The Contractor will ensure that wheelchair lifts, ramps, and securement systems are operational on all vehicles in the fleet.

Contractor shall maintain the heating and air conditioning units in proper working condition so that they are available at any time during the service hours and offer a comfortable environment inside the vehicle regardless of the outside climatic conditions. Contractor shall require that operators continually monitor climate control units during the day to ensure that they are operating properly. In-service vehicles without working heating or air conditioning must be exchanged within one round trip or sooner.

The Contractor will provide any and all maintenance of the fare collection system. This requirement includes repairs and replacement parts, components, modules, wiring, nuts/bolts, etc. Maintenance will be performed as recommended by the equipment manufacturer.

For all vehicles provided under this contract having electronic destination signs, the Contractor will be responsible for programming and repairing all destination signs. The City will provide destination lists for the contract transportation routes approximately two weeks prior to each service change. Contractor is responsible for maintaining the flash cards, and/or other equipment needed to repair, program and maintain the headsigs.

Contractor is responsible for arranging for all necessary repairs to ensure that the radio system is operational on all vehicles at all times.

Contractor will be responsible for maintaining all fire suppression equipment installed on each vehicle.

Bike racks must be maintained on all vehicles on which they are equipped. Contractor shall keep a stock of bike racks to ensure that they can be replaced after an accident.

The City has a zero tolerance policy regarding graffiti, cosmetic damages and any issues or defects that compromise safety. The City reserves the right to inspect all buses and

related equipment used by Contractor under this Contract. The City requires the Contractor to maintain the interior and exterior of each bus assigned to this Contract in a manner that the bus 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. Any scratches of 1/4" or longer may be considered to be graffiti.

The following maintenance items must be completed daily on each vehicle that provided service.

Sweep clean and remove all trash, gum, sticky substances, foreign objects, vermin, dirt and dust

Clean operator's area and dashboard so it is free of dust, stains, or grease

Clean all interior and exterior windows; removing dust, fingerprints, smudges, writing, water spots, and streaks

Clean passenger seats to the extent that they are dust free and free of all foreign substances

Clean all ledges, stanchions, handrails, modesty panels, and passenger signal strip and remove dust, grease, gum or sticky substances

Empty and/or replace trash bags or receptacles on each bus

Bus exteriors must be washed daily when used to provide revenue service. Buses must also be washed prior to going into service if they have not been in service for more than two days.

Vehicles must be fumigated monthly and as needed if necessary.

Monthly cleaning shall include all areas of the bus, including bumpers, wheels, windows, panels and seats. All fabric seats must be shampooed. Contractor shall the date of the most recent deep cleaning for each bus.

Damaged or missing logos, decals and signs are not acceptable. This applies to the full interior and exterior of the bus, including floors, walls, windows, ceilings, seats, doors, mirrors, signs, exterior sides, tires and wheels.

Safety:

The safety program shall include, at a minimum, the following elements:

Injury and Illness Prevention Program– The Contractor shall maintain a current injury and illness prevention program in compliance with all applicable laws.

Occupational, Environmental Health and Safety Plans and Programs– The Contractor shall also maintain an occupational, environmental health and safety program that identifies specific programs designed to provide a safe and healthy workplace for employees.

Hazardous Materials Program– The Contractor shall maintain a hazardous materials program that ensures that all employees are aware of the hazards and precautions associated with hazardous substances. The program shall, at a minimum, include procurement requirements, listing of hazardous substances, container labeling, maintenance of Material Safety Data Sheets, training, hazardous material spill response, and environmental compliance and waste control and disposal practices.

Facility Inspections– The Contractor shall have a program to periodically inspect all of its facilities for unsafe or unhealthy conditions and to arrange for corrective actions for unsafe or unhealthy conditions in a timely manner. The frequency of facility inspections shall be conducted based upon the risk associated with the operating activity, but in no case shall the frequency exceed more than one month.

Equipment Inspections– The Contractor shall have a preventive maintenance program in place to identify equipment malfunctions that could lead to accidents and/or injuries. The preventive maintenance program shall include scheduled inspections and replacement intervals that meet or exceed the recommendations of the equipment manufacturer.

Hazard Identification– The Contractor shall maintain a hazard identification and resolution program that provides a method of identifying bus system hazards, assessing their potential impact on the bus operations and efficiently eliminating or controlling them.

Accident Investigation– The Contractor shall have an accident investigation program that identifies the roles and responsibilities of the individuals responsible for investigating accidents, including accident notification, response, and investigation. The accident investigation program must be designed to identify the root cause of accidents and provide a path to eliminate the root cause and prevent similar types of accidents in the future.

Safety Training– The Contractor shall have a comprehensive training program in place that includes safety training. The formal training program shall include classroom instruction with lesson plans and training materials. The safety training programs shall be a means of informing employees of the hazards of their jobs and appropriate methods for reporting and controlling the hazards to prevent accidents and injuries. The training program shall identify the training requirements for each classification of employee and identify the frequency of training and retraining required for each classification. Operator training shall be provided that focuses on defensive driving, rules pertaining to safe vehicle operation, pre-trip and pull-out inspections, emergency procedures, and injury and illness prevention. The Contractor

shall also provide a program for retraining operators with accidents or injuries exceeding an established threshold or as otherwise warranted.

Emergency Response– The Contractor shall have an emergency response plan to quickly establish control and chain of command in the event of emergencies. Site-specific plans should identify local hazards, evacuation procedures, facility emergency management organization, and include information on emergency resources.

Documentation- The Contractor shall have in place methods to allow for timely reporting, resolution, and recording of hazards, injuries, and accidents in a standard format at the operating facility. A reporting system shall be in place to allow employees to anonymously report workplace hazards in writing, identify management resolution and response to the hazard, and a log to record the incident. The Contractor shall also maintain separate recording systems for accidents and injuries. The records for accidents and injuries shall, at a minimum, include a description of the accident or injury, investigation results, and recommendations to prevent other accidents or injuries.

Audits and Inspection Program– The Contractor shall maintain an auditing and inspection program to ensure that all of the elements of their system safety plans are in place and that their performance is within acceptable ranges. Audits and inspections shall be conducted periodically but in no case at intervals of more than one year. The audits shall include recommendations to improve areas where performance is below established standards and a follow up process to ensure that the recommendations are enacted and that performance has improved to an acceptable level.

Reports:

The Contractor shall be required to collect the following information and be able to report on same as requested by the City or noted herein. The Contractor shall keep on file all individual reports turned in by bus operators, all reports compiled by electronic means, and all other information which serves as the base data for the required reports outlined herein. Such information may be audited at any time at the discretion of the City.

Daily Reports & Logs

Pull-Out Report:

This report shall contain the following information for each vehicle that pulls out during any time of the day:

Bus Number
Line, Block, and Direction
Operator Name
Vehicle System Status:

- Farebox
- Bike Rack
- Doors
- Destination Signs
- Climate Control
- Wheelchair Lifts/Ramps/Tie Downs
- Contractor Radio
- Bus run display sign

Service Interruption Summary Log

This report includes the following information:

- Bus Number
- Line, Block, and Direction
- Operator Name
- Service Disruption Time
- Service Disruption Location
- Description of Problem
- Coach Exchanged
- Service Resume Time
- Service Resume Location
- Time Lost and Number of Trips Missed

Daily Dispatcher Logs

This report includes the following information:

- On-Duty Time
- Operator Name
- Bus Number
- Line, Block, and Direction
- Location
- Wheelchair passenger boardings
- Farebox problem reports
- Comments

Road Supervisor Logs

Daily dispatcher logs, service interruption logs, road supervisor's logs and other reports pertaining to the day-to-day operation of this contract shall be kept on file and may be inspected and copies provided to the City upon request.

Vehicle Maintenance Status Reports

Contractor must maintain a daily report of all vehicles' operational status. Any vehicles out-of-service (OOS) must include: the original date the vehicle was taken OOS; a description of the reason the vehicle is OOS and/or the type of repair needed; and an estimate for the date the vehicle will be ready for service. Contractor shall also maintain a daily report showing the status of preventative

maintenance work. This report shall contain the current mileage of the vehicle, the mileage and date of the previous preventative maintenance service, and the projected date or mileage for the next preventative maintenance service. This report shall highlight and/or clearly indicate any vehicles that are overdue for a preventative maintenance service.

Weekly Reports and Logs

Contractor shall maintain a report containing the following information for the services they operate:

- Total Pullouts
- Outlates
- Cancellations
- Total Weekly Hub Miles
- Total Road Calls
- Total Unlinked Passengers Trips
- Past Due Critical Preventative Maintenance Services
- Total Number of Mechanical Failures
- Customer Complaints
- Wheelchair Lifts/Ramps Down for 3 Days or Less
- Wheelchair Lifts/Ramps Down for more than 3 days

On-Time Pull-Out & Missed Trips Report

This report must be maintained weekly. This report lists all scheduled a.m. and p.m., bus runs pulling out of the Contractor's bus yard more than one minute late. The report must include the reason for leaving late, and the line, bus run and operator badge numbers. Lost/missed trips are to be reported by line number and bus run number. The report shall include the reason for the lost/missed trip and the action taken to recover the schedule. This report must also quantify the lost or missed revenue service hours and revenue service miles.

Road Call Report

A weekly report shall be submitted to the City of all road calls/mechanical failures occurring on buses in service each week. This report must contain specific details comparing the time the malfunction was first reported, the time the vehicle(s) was either replace or repaired, and any lost revenue service hours resulting from the road/mechanical failure. The report shall include the mean miles between service delays and the mean miles between mechanical failures.

Missed Trip & Cancelled Trip

Contractor will maintain a weekly report of missed, partially completed and cancelled trip by route, by date, and an explanation for each missed trip, partially completed or cancelled trip.

Monthly Reports and Logs:

Performance Report Data

Contractor will submit a monthly report listing the number of passengers boarding each bus for the previous month, itemized in accordance with the form of fare payment. The information should be compiled on a trip-by-trip basis for each route, and should be further compiled by weekday, Saturday, and Sunday/Holiday service.

Scheduled vs. Actual Service

The Contractor will submit a monthly report comparing scheduled versus actual number of revenue service hours, revenue service miles, and number of buses operated during peak and base periods for the previous month. Revenue service hours and revenue service miles should include layover but exclude deadhead.

Accident Report

Contractor will submit a monthly accident report in a format prescribed by the City. The report shall include the total number of accidents, the date, route, time, location, bus number, operator, damage, injury information, number of persons transported, whether any vehicle was towed from the scene, a description of how the accident occurred, whether the accident was preventable or non-preventable, whether re-training was conducted and whether or not disciplinary action was taken.