

**REQUEST FOR PROPOSALS
Demand Response Services
RFP: 13TRA032513**

INTRODUCTION

The City of Maricopa will accept competitive sealed proposals for Demand Response Services at the address or physical location until the date and time detailed below. Proposals shall be delivered to the location listed below and shall be in the actual possession of the City on or prior to the exact date and time indicated below. Late proposals will not be considered. **Proposals shall be submitted in a sealed package with “RFP –13TRA032513 Demand Response Services” and the Offeror’s name and address clearly indicated on the front of the package.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal.

Pre-submittal Meeting:	May 22, 2013, 10:00 am, Interim City Hall
Proposal Due Date:	June 4, 2013
Proposal Time:	2:00:00 PM Arizona time
Number of Qualifications:	1 unbound original and 5 bound copies (please label original)
Contact:	Pattie LaCombe, Purchasing Manager
E-Mail:	patricia.lacombe@maricopa-az.gov
Mailing Address:	P.O. Box 610, Maricopa, Arizona 85139
Location:	45145 West Madison Avenue, Maricopa, Arizona 85139

OFFER

To the City of Maricopa: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Proposal package issued by the City.

OFFEROR CONTACT INFORMATION

For clarification of this offer contact:

Name: _____ Email: _____

Federal Employer Identification Number: _____	Authorizing Offeror Signature: _____
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Company Name _____	Printed Name _____
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Address _____	Title _____
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City _____ State _____ Zip Code _____	Telephone: _____ Fax: _____
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INSTRUCTIONS TO OFFEROR

1. PREPARATION OF PROPOSAL:

- a. Telegraphic (facsimile), Mailgram or electronic proposals will not be considered.
 - b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
 - d. If price is a consideration and in case of error of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request for Proposal* package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
- 2. INQUIRIES:** Any question related to the *Request for Proposal* shall be directed in writing or via e-mail **no later than five (5) calendar days prior to the proposal opening date**, to the person whose name appears on the front. Questions submitted after that period may not be answered due to time constraints. Any correspondence related to a *Request for Proposal* should refer to the appropriate *Request for Proposal* ID, page, and paragraph number. However, the Offeror shall not place the *Request for Proposal* ID on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request for Proposal* due date and time.
- 3. PRE-SUBMITTAL MEETING:** A pre-submittal meeting is scheduled for Wednesday, May 22, 2013, at 10:00 am, at the City of Maricopa, Interim City Hall 45145 W. Madison Avenue, Maricopa, AZ 85139
- 4. DUE DATE AND TIME:** Offerors must submit proposals to the City's Purchasing Manager or designee by 2:00:00 pm on June 4, 2013, at the address or physical location listed on the Introduction/Offer Sheet (Page 1 of RFP). Late proposals will not be accepted.
- 5. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, an Offeror (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or Mailgram proposal withdrawals will not be considered.
- 6. AMENDMENT OF PROPOSAL:** Receipt of an RFP Amendment shall be acknowledged by signing and returning the original document prior to the specified proposal due date and time or included with the proposal.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
8. **TAXES:** The City of Maricopa is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
9. **AWARD OF CONTRACT:** Notwithstanding any other provision of this *Request for Proposal*, The City expressly reserves the right to:
 - a. Waive any immaterial defect or informality; or
 - b. Reject any or all proposals, or portions thereof, or
 - c. Reissue a Request For Proposal
 - d. Award based on Best Value
 - e. Unless the Offeror states otherwise, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet.

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DEFINITION OF TERMS

The following terms used in the RFP documents shall be construed as follows:

Best Value describes a competitive, negotiated procurement process in which the recipient reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that a recipient may acquire technical superiority even if it must pay a premium price. A “premium” is the difference between the price of the lowest priced proposal and the one that the recipient believes offers the best value. The term “best value” also means the expected outcome of an acquisition that, in the recipient’s estimation, provides the greatest overall benefit in response to its material requirements (FTA C 4220.1F, Chapter 1, 5.b. Best Value).

Daily Vehicle Status Report is defined as a daily report to include individual vehicle status and completed daily vehicle inspection.

Days shall mean the business days recognized by City of Maricopa.

Deadhead Hours are defined as the time when the vehicle is not available to carry passengers. Typical deadhead hours are between the parking facility and the first designated bus stop, or between the maintenance facility, and during maintenance, parking facility, and fueling facility.

Drug and Alcohol refers to the federally-required drug and alcohol testing that is required of all safety-sensitive employees.

Entryway is defined as the street curb at the schedule Demand Response location.

General Public shall include all passengers and citizens.

Management Summary Statement is defined as a monthly report that must include: wheelchair lift failure ration, accidents, on-time performance data, and incidents relating to weather, traffic, or road construction, missing bus stop signage, key personnel changes, and any topics requiring immediate attention from City.

Monthly Operating Statistics is defined as a monthly consolidated report listed by day to include: number of operating days in the month, total and revenue mileage, total and revenue hours, total passengers, total wheelchairs, total bicycles, and fare revenue.

Monthly Route Report is defined as a monthly summary of statistics of each specific route by individual trip, indicating mileage and number of passengers.

Passengers shall include all general public and attendants.

Passenger Service Report is defined as a monthly report to include a summary of telephonic and written complaints, comments, and compliments. Report will indicate statistics for what type and frequency of comments.

Project shall mean the Demand Response Service.

Proposer shall mean the individual, partnership, corporation or other entity who responds to the RFP.

Responsible Offeror is a contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Offeror must be able to fully document the ability to provide good faith performance (National Institute of Government Purchasing, Inc. [NIGP]).

Responsive Offeror is a contractor, business entity or individual who has submitted a request for proposal that fully conforms in all material respects to the RFP and all of its requirements, including all form and substance (National Institute of Government Purchasing, Inc. [NIGP]).

RFP, Request for Proposal is a procurement method that emphasizes value over price. The best value might not be the lowest cost. This is generally achieved through the Request for Proposal (RFP) method (National Institute of Government Purchasing, Inc. [NIGP]).

Route Mileage is defined as the jointly agreed odometer one-way distance in miles of the route.

Senior is defined as an individual aged 60 or over.

Service provider shall mean the individual, partnership, corporation or other entity to which an agreement is awarded.

Trip means the movement of a passenger from a scheduled point of origin to a scheduled destination.

Vehicle Service Hours are the times during which the vehicle is available to carry passengers, and which includes only those times between the time, or scheduled time, of the first passenger pick-up and the time or scheduled time of the last passenger drop-off during a period of the vehicle's continuous availability.

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PROPOSAL FORMAT AND REQUIRED RESPONSES

A total of one (1) unbound original document (label original) and five (5) bound copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section of the RFP.

In order for the City to conduct a uniform review process, all proposals must be submitted in the format set forth below. The information set forth in paragraphs below must be included with all proposals. Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a proposal.

1. **Offer Sheet:** The attached Introduction/Offer Sheet (Page 1 of RFP) must be completed and returned with the Offeror's proposal. Failure to return the Offer Sheet and to sign it is grounds for the City to reject a proposal.
2. **Letter of Transmittal (Limit to one page):** A letter of transmittal must be submitted with an Offeror's proposal. The letter must include:
 - a. A statement of the Offeror's understanding of the products and services required by the Request for Proposal listed in the scope of work.
 - b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
 - c. A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the City.
3. **Table of Contents:** The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the City's Request for Proposal and must include all the items set forth in this section of the Request for Proposal.
 - a. Firm Overview and Management Structure (Limit 4 Pages)
 - b. Disclosures of Conflict of Interest
 - c. Experience
 - d. Technical Capacity – Operations
 - e. Technical Capacity – Administration
 - f. Safety Program
 - g. Employee Training
 - h. Operating Policy and Procedures
 - i. References
 - j. Price Proposal
 - k. Staffing Plan
 - l. Copy of Union Contract, if any
4. **Firm Overview and Management Overview (Excluding attachments, limit to four pages):**
 - a. Your firm is in what primary line of business?
 - b. Does your firm have at least one office located in the State of Arizona?
 - c. Discuss the structure of your firm. If a private firm, state whether a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the firm has been in business under the current business name as well as any previous business names.

- d. Organizational Chart
- e. Provide documentation that the Offeror is licensed under the applicable laws of the State of Arizona.

5. **Disclosures of conflict of interest: (Limit to one page):**

The offeror shall include a statement that no conflicts of interest exist as defined by Arizona Revised Statutes, Title 38, Chapter 3, Article 8. In the event any professional or personal financial interest, does exist the nature of the relationship shall be disclosed to the City and examined by the City of the material facts of the disclosure. The above reference statute shall govern the actions of the city in the event a conflict exists.

6. **Experience (Excluding attachments, limit to four pages)**

- a. Describe comparable transit services provided by the firm to municipalities since January 2009 similar in scope to the City's request. The contractor must provide three (3) years of experience of operating a Federal Transit Administration program (i.e. 5307, 5309, and 5311). Provide information indicating your firm's qualifications, experience and competence in the operation and management of a federally funded municipal transit system. This explanation should be detailed and include a description of the type of tasks and/or services performed (Reference FTA Circular FTA C 4220.1F, Chapter VI).

- Technical Capacity – Operations
- Technical Capacity – Administration
- Safety Program
- Employee Training
- Operating Policy and Procedures
- Route/Scheduling Flexibility
- Bus Breakdown Response Plan

7. **Substitute W-9 Form:**

- a. Complete and return the attached City of Maricopa Substitute W-9 form (Attachment B).

8. **Bonds - Not Applicable**

9. **AMENDMENT OF PROPOSAL:** In the event there is an Amendment to the Proposal posted on the City website, receipt of an RFP Amendment shall be acknowledged by signing and returning the original document prior to the specified proposal due date and time or included with the proposal.

10. **References (Limit to one page):**

Provide at least four (4) clients, for whom similar Federal Transit services are being provided, including name of contact, telephone number, address and a detailed description of service being provided to the client. At least two (2) clients referenced should be located in Arizona.

11. **Proposed Fees/Compensation (Limit to two pages):**

Complete one (1) Cost sheet (Attachment A) for all of the proposals that your firm wishes to bid (Attachment A).

12. Qualifications, Experience and Competence:

Provide information indicating your firm's qualifications, experience and competence in the operation and management of a federally funded municipal transit system. This explanation should be detailed and include a description of the type of tasks and/or services performed (FTA C 4220.1F, Chapter VI, 8, b., (10) (b) 2 Adequate Past Experience).

13. Pre-submittal Meeting:

The City of Maricopa will host a pre-submittal meeting on May 22, 2013 at 10:00 a.m. Arizona time, at the City of Maricopa, Interim City Hall, at 45145 W. Madison Avenue, Maricopa, Arizona 85139, to answer questions and provide information as requested.

14. Additional Documents Required with Submittal:

- a. ADOT DBE Certificate (if the intention is to operate as a DBE)
Per FTA requirements, if you are a certified DBE and intend to operate as one as a DBE for this contract, please provide a copy of your State of Arizona certification. **It is not a requirement to be a DBE for this contract.**
- b. CDL, copies of front and back
- c. Organization chart and drivers list
- d. Provide a copy of the Contractor's standard operations and practices manual.
- e. Certificates of training completed:
 - i. First Aid for all drivers
 - ii. ADA (Americans with Disabilities) training
 - iii. Drug and Alcohol Testing Policy
 - iv. Drug and Alcohol compliance

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STANDARD TERMS AND CONDITIONS

1. **Certification:** By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - c. The Offeror has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.
2. **Gratuities:** The City may, by written notice to the Offeror, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible city government customers, shall not be prohibited by this paragraph.
3. **Applicable Law:** In the performance of the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Maricopa including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.

The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.

The contract is subject to the provisions of ARS §38-511; the City may cancel the contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **Legal Remedies:** All claims and controversies shall be subject to resolution according to the terms of the City of Maricopa Procurement Code.
5. **Contract:** The resultant contract between the City of Maricopa and the Contractor shall include the: (1) RFP, including instructions, all terms and conditions, specifications, scope of work, attachments, and any amendments thereto, and (2) the offer submitted by the Offeror in response to the RFP. In the event of a conflict in language between the City and the

Contractor, the provisions and requirements of the resultant contract shall govern. In event of a conflict in language between the RFP and the Contract, the provisions and requirements of the Contract shall govern. However, the City reserves the right to clarify in writing, any contractual terms with the concurrence of the Offeror, and such a written contract shall govern in case of conflict with the applicable requirements stated in the Contract or the Offeror's offer. The RFP shall govern in all other matters not affected by the written contract.

6. **Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RFP. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this RFP or any resultant contract.
7. **Relationship to Parties:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.
8. **Subcontracts:** the Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the City. The Contractor is responsible for contract performance whether or not Subcontractors are used.
9. **Indemnification:** Consultant shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is in any way connected with the performance of work under this Agreement by Consultant, or any of Consultant's employees, agents or subconsultants, and from all claims by Consultant's employees, subconsultants and agents for compensation for services rendered to Consultant in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to any and all negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Consultant or Consultant's employees, subconsultants or agents.
10. **Overcharges by Antitrust Violations:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
11. **Force Majeure:** Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable

diligence. The force majeure shall be deemed to commence when such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certificate-return receipt* and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

12. **Right to Assurance:** Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
13. **Right to Audit Records:** The City may, at reasonable times and places, audit the books and records of any contractor as related to any contract held with the City.
14. **Right to Inspect Place of Business:** The City may, at reasonable times inspect the place of business of a contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
15. **Inspection:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. They may elect to do any or all:
 - a. Waive the non-conformance
 - b. Stop the work immediately
 - c. Bring material into compliance

This shall be accomplished by a written determination for the City.

16. **Liens:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
17. **Licenses:** Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the contract.
18. **Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RFP are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
19. **Cost of Bid/Proposal:** The City shall not reimburse the cost of developing or providing any response to this RFP. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
20. **Public Record:** All offers submitted in response to this RFP shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
21. **Termination for Non-Appropriation:** Any contract entered into by the City shall terminate at the end of the then current fiscal period for non-appropriation of funds if the City's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The City's fiscal period ends June 30th of each year.
22. **Warranties:** Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligation of vendor or the right of Buyer under the foregoing warranties.
23. **Cooperative Use of Contract:** In addition to the City of Maricopa and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
24. Per A.R.S. § 35-391, the City is prohibited from purchasing from a company with scrutinized business operations in Sudan.
25. Per A.R.S. § 35-392, the City is prohibited from purchasing for a company that is in violation of the Export Administration Act.
26. Per A.R.S. § 35-393, the City is prohibited from purchasing from a company with scrutinized business operations in Iran.
27. **Federal Immigration and Nationality Act (FINA):** By entering into the Contract, the CONTRACTOR warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration

status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The CONTRACTOR and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at www.USCIS.GOV.

- 27.1 The City may request verification of compliance for any CONTRACTOR or subcontractor performing work under the Contract. Should the City suspect or find that the CONTRACTOR or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the CONTRACTOR. All costs necessary to verify compliance are the responsibility of the CONTRACTOR.

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SPECIAL TERMS AND CONDITIONS

- A. **PURPOSE:** The City of Maricopa intends to establish a contract for Demand Response Services, partially funded by a U.S. Department of Transportation, Federal Transportation Administration, 5311 Rural Transportation Program Grant, in conjunction with the Arizona Department of Transportation. The products and services required are detailed in this RFP.

Based on an evaluation of the Proposals and qualifications of the firms responding to this solicitation, the City desires to retain a qualified, responsive and responsible firm until the project is completed. The contract term shall begin on October 1, 2013, and is awarded through September 30, 2014, with an option to renew for one (1) additional year and contingent on appropriate and sufficient funding.

1. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
3. **Term of Contract:** The term of any resultant contract will be from October 1, 2013, through September 30, 2014. The contract will have an option to extend for one (1) additional year. The term of the contract is based upon the FTA 5311 Program.
 - 3.1 Pursuant to the renewal or extension of the FTA 5311 Rural Transportation Grant, renewal shall be based on the availability of funds from all sources and successful contract performance the preceding year.
 - 3.2 Renewals shall be accomplished through the issuance of subsequent purchase order and signed contract renewal.
 - 3.3 Renewals are contingent upon the completion of renewal criteria, including but not limited to:
 - 3.3.1 Approval for renewal by the City of Maricopa Council
 - 3.3.2 The contract resulting from this RFP is contingent upon Maricopa receiving funds from ADOT for the Section 5311 Public Transportation Program.
4. **Proposal Format:** *A total of one (1) unbound original document (label original) and five (5) bound copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section of the RFP. Failure to comply with the format or to submit incomplete information will be grounds for disqualification and will be strictly enforced.*

5. **City Key Personnel**

Maricopa's Transit Coordinator is the initial contact for contract issues of Maricopa's Section 5311 Public Transportation Program. Other Technical assistance is provided to the Contractor for data collection, report preparation, organization, policies, procedures, vehicle management and record keeping, and processing of invoices for payment by other City staff through contact with the Transit Coordinator. The following are the duties of the City Transit Coordinator:

- a. Oversees the Contractor's provision of services under the contract
 - b. Serves as the interface between the City of Maricopa and the Contractor
 - c. Facilitate local transportation planning with Pinal County to identify local service needs, and to provide information, advice and support regarding transportation issues
 - d. Obtain and provide information, data, decisions, and approvals, requested by the Offer within a time frame agreed upon by both parties
 - e. Resolve deviations from the transportation program requirements that may be caused by the State
 - f. Review and monitor project activity and status reports, including quality, error, and confidentiality
 - g. Review and approve project billings for reimbursement, and coordinate payment for services rendered
 - h. Identify and make the interpretation of any applicable Federal, State and local laws, regulations, and statutes affecting this program or the administration thereof;
 - i. The Transit Coordinator may conduct periodical reviews without notification. These unannounced reviews may include, but are not limited to, vehicle inspection; riding randomly selected routes; and interviewing passengers.
6. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of a witness. Proposals, modifications, and all other information received in response of this Request for Proposal shall be shown only to City personnel having legitimate interest in the evaluation. **PRICES SHALL NOT BE READ.** After award of the contract, the successful proposal and the evaluation documentation shall be open for public inspection.
7. **Evaluation:** In order to facilitate a timely evaluation of offers submitted, a three (3) part evaluation process shall be used. Proposals shall be reviewed to determine the offer's overall conformance to the RFP with the following criteria, including:

- a) Qualifications and Technical Proposal (possible total points 30 – see 7.3)
- b) Technical Plan-Operations and Administration (possible total points 25 – see 7.3)
- c) Experience, Performance Record References (possible total points 20 – see 7.3)
- d) Price Proposal (possible total points 15)
- d) Employee Training & Safety Program (possible total points 10 – see 7.3)

7.1 Evaluation Step 1: Susceptibility for Award (Pass or Fail)

Proposals shall be reviewed to determine the offerors responsive and responsible overall conformance to the RFP including:

- a. Proposal Format
- b. Required Responses
- c. Completed Documents
- d. Firm's Overview

7.1.1 The Purchasing Manager shall make a determination based upon this review that an offer is reasonably susceptible for award based upon the content of the proposal, the offeror be responsive and responsible, including but not limited to the inclusion of all required items listed in the Scope of Services and the Proposal Format and Required Responses section.

7.1.2 **Any items missing or determined to be lacking sufficient detail that would allow the Evaluation Committee to evaluate the merits of a proposal, MAY be rejected and the reasons for that rejection shall be documented by the Purchasing Manager.**

7.2 Technical Evaluation Committee Analysis, Step 2:

The City of Maricopa shall evaluate proposals based upon the following criteria listed below in relative order of importance.

I. Technical Plan-Operations and Administration (Pass or Fail)

7.2.1 Technical Capacity – Operations

The Contractor shall submit a description of the materials and services to be provided per the scope of work. The technical proposal should reflect the expertise and technical capacity to operate and maintain the requested services. This statement should include any strategies or concepts the Contractor may have for enhancing service quality, reducing costs, or otherwise improving the productivity and performance of the services provided. The Contractor should discuss their overall operations plan to provide the demand response service. Indicate staffing and describe the relationship between these staff and those performing work in handling the scheduling, dispatching, and telephone communications.

7.2.2 Technical Capacity – Administration

7.2.2.1 Customer Comments and Complaints - Proposer shall discuss its process to receive, investigate and respond to customer comments and complaints, ensuring a timely response.

7.2.2.2 Service Data Collection and Reporting - Proposer shall include a description of its data collection process and procedures to ensure accurate and timely data collection and reporting.

II. Experience, Performance Record References (Pass or Fail)

7.2.3 Safety Program

The Contractor shall submit a copy of its safety and training program for its employees. All practices, materials, supplies, and equipment shall comply with applicable Federal Occupational Safety and Health Act (OSHA), and pertinent federal, state, and/or local safety or environmental codes. The Contractor shall comply with applicable Federal Transit Administration (FTA) Rules and Regulations (Chapter 49, CFR Parts 653 and 654), as amended from time to time, for the prevention of alcohol and prohibited drug misuse in transit operations. Contractor shall provide the City, and all the Contractor employees involved with transit operations, a copy of its policies and procedures for compliance with applicable Federal drug laws. The Contractor shall comply with random drug and alcohol testing requirements on a quarterly basis, and provide a summary of test results to the City. The personnel reports and information contained therein shall be limited to that information permitted to be transmitted to the City by federal and state privacy laws, and will be protected by the City to the fullest extent allowed by law.

7.2.4 Employee Training

Provide a description of all employee training programs including driver, management, dispatch, road supervisor, and safety training. One complete copy of the driver training program must be included as an addendum with the Proposal. The training description should address both initial and in-service training, and should include the steps the Contractor intends to take to improve employee skills, enhance service quality, and promote safety in the performance of work. The number of hours and types of training to be provided should be specified.

7.2.5 Operating Policy and Procedures

Provide a copy of the Contractor's standard operations and practices manual.

7.2.6 References

Provide contact information for four (4) current references for which the Contractor has operated a Federal Transit service during the past three or more years. At least two of these contracts should be located in the State of Arizona. Provide contact name, title, agency name, address, phone, services provided, annual revenue hours, annual passenger trips, and number of years of contractual relationship. Provide a brief scope of services provided for each contractual relationship. Highlight any achievements gained in the contract. In particular, highlight any services or coordination efforts accomplished specific to

issues relating to the State of Arizona or area (FTA C 4220.1F, Chapter VI, 8,b., (10) (b) 2 Adequate Past Experience).

NOTE: References and current work history are part of the evaluation process and will be confirmed. Negative responses or Responses that do not confirm the Contractor providing comparable services shall be a basis for lower scoring or disqualification of the proposal by the Evaluation Committee.

7.2.7 Price Proposal

Each Contractor shall submit a price proposal using the form included in the Request for Proposal. A copy of this form is available in computer format upon request. All figures must be in ink or typewritten. Figures written in pencil or containing erasures are not acceptable.

7.2.8 Staffing Plan

Each Contractor shall submit a Staffing Plan that includes a comprehensive list of all positions identifying by each position proposed for this Agreement. Provide a detailed position description of each job classification that is included in your proposal and the qualifications needed to be in the position. The Staffing Plan should demonstrate that the Contractor will be able to provide and retain a sufficient number of qualified personnel to operate and maintain the services required. Detail any staffing capabilities that you believe make you uniquely qualified to provide services to the City.

7.3 **Evaluation Committee Analysis, Step 3:**

An independent Evaluation Committee shall evaluate the proposals based upon the criteria listed below in relative order of importance.

- 7.3.1 Understanding – Qualifications and Technical Proposal (possible total points 30)
- 7.3.2 Service Plan – Technical Plan – Operations and Administration (possible total points 25)
- 7.3.3 Experience – Experience, Performance Record, References (possible total points 20)
- 7.3.4 Employee Training and Safety Program (possible total points 10)

8. **Discussions and Interviews:** After the receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The City reserves the right to conduct personal interviews or require presentation of any or all proposals prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interview/presentations.

9. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Finance Director of this fact shall accompany the submission and the information shall be identified.

- b. The information identified by the person as confidential shall not be disclosed until the Finance Director makes a written determination.
10. **Confidentiality of Records**: The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City remains confidential pursuant to applicable requirements.
11. **Resultant Contract**: A contract shall be issued between the City and the most responsive and responsible successful Offeror(s) following award (FTA C 4220.1F, Chapter VI, 8, b., (10) (b) Award Only to a Responsible Bidder or Offeror).
12. **Compensation**: Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred.
13. **Liquidated Damages**: Liquidated damages shall be in the amount of \$500.00 for each calendar day of delay.
- a. If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
- b. In the event that the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.
- c. The City will issue written notice to Company for acting or failing to act as in any of the following:
- i. The Company fails to adequately perform the services set forth herein;
- ii. The Company fails to complete the work required within the time required;
- iii. The Company fails to make progress in the performance of this Agreement and/or gives the City reason to believe that the Company will not or cannot perform the requirements herein. Upon receipt of the written notice of concern, the Company shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Company to adequately address all issues of concern may result in the City restoring to any single or combination of the following remedies:
1. Cancellation of this Agreement
 2. Collection of liquidated damages at the rate of \$500.00 per day which shall be collected by reducing the monthly compensation due to the Company;
 3. Reserve all rights or claims to damage for breach of any covenants of this Agreement;
 4. In case of default, the City reserves the right to complete the required work. The City may recover any actual excess costs from the Company by deduction from an unpaid balance or any other remedies as provided by law.
- d. The City's right of termination for cause as set forth herein shall be in addition to, and not a limitation of any and all other remedies available to City at law, equity, or under the terms and provisions of this Agreement. In the event of termination for cause, City

shall not be liable to Company for any amount and Company shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

14. **Insurance:** The Contractor **at its own expense** shall provide the following types and limits of insurance at all times as set forth for vehicles passenger capacity of 16 or more. The City requires a complete and valid certificate of insurance one week prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.

- 14.1 Prior to City's execution of a contract and prior to Company's commencement of the services, Company shall furnish certificates of insurance and required endorsements from each insurance carrier certifying that policies of insurance have been issued to Company in at least the amounts specified herein. The form of the certificates of insurance and endorsements shall be subject to the approval of the City of Maricopa City Attorney's Office, shall comply with the terms of this Agreement, and shall be issued and delivered to:

City of Maricopa

P.O. Box 610

Maricopa, AZ 85139

Each certificate of insurance and endorsement shall provide that in the event of anticipated expiration or proposed cancellation of the insurance policy for any reason whatsoever, the insurance carrier shall notify the City Attorney not less than thirty (30) days before the expiration or cancellation is effective.

Company shall also cause any other professional consulting firm that is retained by Company to perform sub company work under this Agreement and to obtain and maintain comparable insurance unless covered by Company's insurance.

All insurance policies shall contain the following provisions and coverage:

Workers' Compensation Insurance

This insurance shall be in accordance with the requirements of Arizona Revised Statutes Annotated (A.R.S.) §23-900 *et seq.* for all employees of Company. By execution of this Agreement, Company certifies as follows:

"I am aware and understand the provisions of A.R.S. §23-900 *et seq.* which

requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

If Company has no employees for which workers' compensation insurance is required, Company shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Company employs any employees subject to coverage.

General Liability Insurance: All liability insurance shall cover comprehensive general and automobile liability for both bodily injury, including death, and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

A combined single-limit policy with aggregate limits in the amount of \$5,000,000 and an underinsured/uninsured policy with aggregate limits in the amount of \$300,000.

Policies or certificates and completed forms of City's Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this section shall be filed with City and shall include City as an additional insured. The policy or policies shall be in the usual form of a public liability insurance, but shall also include the following provision:

“Solely as respects work done by or on behalf of the named insured for the City of Maricopa, Arizona, it is agreed that the City of Maricopa, Arizona, City of Chandler and City of Casa Grande and the Arizona Department of Transportation and their respective officers, employees, and contractors are added as additional insured under this policy.”

14.2 In addition to the above, separate insurance certificates shall also be established and submitted to the City of Maricopa as noted above, that include an additional statement for Additional Insured Endorsements for the Cities of Chandler, Arizona and Casa Grande, Arizona, respectively.

“Solely as respects work done by or on behalf of the named insured for the City of Chandler, Arizona, it is agreed that the City of Chandler, Arizona and its officers, employees, and contractors are added as additional insured under this policy.”

And,

“Solely as respects work done by or on behalf of the named insured for the City of Casa Grande, Arizona, it is agreed that the City of Casa Grande, Arizona and its officers, employees, and contractors are added as additional insured under this policy.

15. **Licenses:** Contractor shall maintain in current status all Federal, State, and Local Licenses and permits required for the operation of the business conducted by the contractor. Please include a copy, front and back, for current and active CDL for all drivers.
16. **Bonds** Not Applicable.
17. **Cancellation:** The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the contractor to carry out any obligation, term or condition of any resultant contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
 - The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- Cancel any contract;
- Reserve all rights or claims to damage for breach of any covenants of the contract;
- Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
- In case of default, the City reserves the right to purchase materials, or to complete the required work. The City may recover any actual excess costs from the contractor by:
 - Deduction from an unpaid balance;
 - Collection against the bid and/or performance bond, or;
 - Any combination of the above or any other remedies as provided by law.

18. **Contract Protest Process**

The City of Maricopa Bid Protest, Procedures and Resolution are detailed in the City of Maricopa Administrative Code, Chapter 3 Administration, Article IV Purchasing, Division III, Bid Protest; Procures and Resolution, Sec. 3-241.

**Division III. Bid Protest; Procedures and Resolution
Sec. 3-241 Protest Procedure**

- (a) Any interested party may protest a determination of not susceptible for award or the award of a contract.

(b) The interested party shall file a protest in writing with the purchasing director including the following minimal information:

- (1) The name, address and telephone number of the interested party;
- (2) The signature of the interested party or the interested party's representative;
- (3) Identification of the solicitation or contract number;
- (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (5) The form of relief requested.

(c) If the protest is based upon alleged improprieties in a solicitation that are apparent before the offer due date and time, the interested party shall file the protest before the offer due date and time.

(d) In cases other than those covered in Subsection (c), the interested party shall file the protest within ten (10) days after the purchasing director makes the purchasing file available for public inspection.

(e) The interested party may submit a written request to the purchasing director for an extension of the time limit for protest filing set forth in Subsection (d). The written request shall be submitted before the expiration of the time limit set forth in Subsection (d) and shall set forth good cause as to the specific action or inaction of the city that resulted in the interested party being unable to submit the protest within the ten (10) days. The purchasing director shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted set forth a new date for submission of the filing.

(f) If the interested party shows good cause, the purchasing director may consider a protest that is not timely filed.

(g) The purchasing director shall immediately give notice of a protest to all offerors.

Sec. 3-242 Stay of Purchase During Protest

(a) If a protest is filed before the solicitation due date, before the award of a contract, or before performance of a contract has begun, and a stay is requested by an offeror the purchasing director shall make a written determination to either:

- (1) Proceed with the award or contract performance; or
- (2) Stay all or part of the procurement if there is a reasonable probability the protest will be upheld or that a stay is in the best interest of the city.

(b) The purchasing director shall provide the protestor, the city manager and other interested parties with a copy of the written determination.

Sec. 3-243 Resolution of Solicitation and Contract Award Protests

(a) The purchasing director shall issue a written decision within fourteen (14) days after a protest has been filed under Section 3-241. The decision of the purchasing director

shall contain the basis for the decision and a statement that the decision may be appealed to the city manager within thirty (30) days from receipt of the decision.

(1) Such decision shall be delivered to the appellant by certified U.S. mail or by any other method that provides evidence of receipt.

(b) If the purchasing director fails to issue a decision within the time limits set forth in this Article, the interested party may proceed as if the purchasing director had issued an adverse decision.

Sec. 3-244 Remedies by the Purchasing Director

(a) If the purchasing director sustains a protest in whole or part and determines that a solicitation, a determination of not susceptible for award, or contract award does not comply with state statutes, this Code, or purchasing policies and procedures, the purchasing director shall implement an appropriate remedy.

(b) In determining an appropriate remedy, the purchasing director shall consider all the circumstances surrounding the procurement or proposed procurement including:

- (1) The seriousness of the procurement deficiency;
- (2) The degree of prejudice to other interested parties or to the integrity of the purchasing system;
- (3) The good faith of the parties;
- (4) The extent of performance;
- (5) The costs to the city;
- (6) The urgency of the purchase;
- (7) The impact on the city's mission; and
- (8) Other relevant issues.

(c) The purchasing director may implement any of the following appropriate remedies:

- (1) Decline to exercise an option to request a renewal of the contract;
- (2) Recommend that the city council terminate the contract;
- (3) Amend the solicitation;
- (4) Issue a new solicitation;
- (5) Recommend the award of a contract consistent with this Code; or
- (6) Render such other relief as determined necessary to ensure compliance with this Code.

Sec. 3-245 Dismissal of Appeal Before Hearing

(a) The city manager shall dismiss, upon written determination, an appeal in whole or in part before scheduling a hearing if:

- (1) The appeal does not state a valid basis for protest;
- (2) The appeal is untimely as prescribed under Section 3-243; or
- (3) The appeal attempts to raise issues not raised in the protest.

(b) The city manager shall notify the interested party and the purchasing director in writing of a determination to dismiss an appeal before hearing.

Sec. 3-246 Appeal to the City Manager

In the event the interested party filing the protest believes an error was made in the dispute resolution process and files an appeal within the time frame allowed in Section 3-243, the city manager will conduct a hearing within five (5) business days of receipt of the appeal and may resolve appeals of solicitation or contract award decisions as contested cases based upon the merits of the protest. The city manager shall issue a written decision to the appellant and the purchasing director within five (5) business days of the hearing, which shall be delivered to the appellant via certified U.S. Mail or other verifiable delivery methodology. The decision of the city manager shall be the final administrative remedy available under this Article.

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B. TERMS AND CONDITIONS REQUIRED BY THE FEDERAL TRANSIT AUTHORITY (FTA)

U.S. DOT, Federal Transit Administration 5311 Rural Public Transportation Program

1. This contract shall be partially funded by 5311 grants under the administration of the Public Transportation Division of the Arizona Department of Transportation. Full versions of the FTA Best Procurement Practices Requirements may be found at:
www.fta.dot.gov/documents/BPPM_fulltext.doc
 - 1.1 FTA Third Party Contracting Guidelines per FTA Order 4220.1F must be met and can be found at:
http://www.fta.dot.gov/laws/circulars/leg_reg_4063.html
 - 1.2 The following references provide guidance for sub-recipient program management and sub-recipient eligibility of the Section 5311 Program, as excerpted from FTA Circular 9070.1D, October 1, 1998, as updated:

VENDOR MUST SUBMIT ONE PAGE ACCEPTANCE OF FEDERAL TERMS

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL TERMS AND CONDITIONS**

This project is funded by Federal Transit Administration and the Arizona Department of Transportation – Multimodal Planning Division grants and is subject to FTA Third Party Contract requirements.

1. **No Obligation by the Federal Government** – The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
 - 1.1 The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
2. **Program Fraud and False or Fraudulent Statements or 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.

2.1 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

2.2 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.

3. **Access to Third Party Contract Records** - Where the Purchaser is a State and is the FTA Purchaser or a sub-grantee of the FTA Purchaser in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000. FTA does not require the inclusion of these requirements in subcontracts.

4. **Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. **Termination** - (May be modified to reflect local requirements.)

a. **Termination for Convenience (General Provision)** The Purchaser *may* terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government'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 Purchaser to be paid the Contractor. If the Contractor has any property in its possession belonging to the Purchaser, the Contractor will account for the same, and dispose of it in the manner the Purchaser directs.

b. **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 Purchaser 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 only be paid 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 Purchaser 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 Purchaser, 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.

- c. Opportunity to Cure (General Provision)** The Purchaser 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 Purchaser satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Purchaser directing setting forth the nature of said breach or default, Purchaser 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 Purchaser from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach** In the event that Purchaser elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Purchaser shall not limit Purchaser remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. 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 Purchaser may terminate this contract for default. The Purchaser 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 (insert name of local government/agency).

5.1 Termination for Convenience (Professional or Transit Service Contracts)

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

5.2 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 (Recipient) may terminate this contract for default. The (Recipient) 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.

5.2.1 If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

5.2.2 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 (Recipient).

6. **Civil Rights** - The following requirements apply to the underlying contract:

- a) **Discrimination:** This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC. 12101-12213) and all applicable Federal regulations under the ACT. RECIPIENT or its CONTRACTORS shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, Arizona State Executive Order 2009-09, or A.R.S. 41-1461 through 1465, which mandates that all persons, regardless of race, color, religion, sex age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The Volpe Center shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.
- b) **Title VI Of The Civil Rights Act Of 1964:** The RECIPIENT hereby agrees that as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be

otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement.

The RECIPIENT shall include the following statement in all solicitations for bids for work or material made in connection with funds received under this Agreement.

The issuing agency, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, the Civil Rights Restoration Act of 1987 (Public Law 100.259). Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

During the performance of this contract, the RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

(1) Compliance with Regulations. The RECIPIENT shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (USDOT), 49 CFR 21 and Executive Order 99-4, as they may be amended from time to time, which is herein incorporated by reference and made a part of the contract.

(2) Nondiscrimination. The RECIPIENT, with regard to the work performed by it during the contract will not discriminate on the grounds of race, color, disability, sex, or national origin in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The RECIPIENT will not participate either directly or indirectly in discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers a program set forth in Appendix A of 49 CFR part 21.

(3) Solicitations for contractors, including procurement of real property, materials, and equipment. In all solicitations made by competitive bidding or negotiation by the RECIPIENT for work to be performed under a contract or subcontract, including procurement of real property, materials, and purchase or lease of equipment, each potential contractor, subcontractor, supplier, or lessor shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, disability, sex, or national origin. Any contract or agreement established shall contain the language from this Agreement's Appendix A and B, and where appropriate, Appendix C.

(4) Information and Reports. The RECIPIENT shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by ADOT, FHWA, and FTA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any

information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to ADOT, FHWA, and FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Non-Compliance. In the event of the RECIPIENT'S non-compliance with the non-discrimination provisions of this Agreement, ADOT shall impose such sanctions as it, FHWA and FTA determine to be appropriate, including, but not limited to: withholding of payments to the RECIPIENT under the Agreement until the RECIPIENT complies, and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

The RECIPIENT will include the provisions of Paragraphs (1) through (5) above in every contract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instruction issued pursuant thereto. The RECIPIENT will take such action with respect to any subcontract or procurement as ADOT, FHWA, and FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that, in the event the RECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the RECIPIENT may request the State to enter into such litigation to protect the interests of the State, and in addition, may request the United States to enter into such litigation to protect the interests of the United States.

7. **DBE**

a) The Arizona Department of Transportation (ADOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. ADOT has received Federal financial assistance from the Department of Transportation, and as a condition of receipt of funding, ADOT has signed an assurance that it will comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in DOT-assisted contracts. ADOT's objectives are as follows:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's construction, procurement, and professional services contracts in the areas of highway, transit, and airport financial assistance;
- To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
- To create a level playing field on which DBEs can compete fairly for USDOT assisted contracts;
- To ensure that the DBE program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
- To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and

- To assist in the development of firms that can compete successfully in the market place outside the DBE program.

The ADOT Civil Rights Administrator has been designated as the DBE Liaison Officer. In that capacity, she is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by ADOT in its financial assistance agreements with the U.S. Department of Transportation.

Each LPA, sub-recipient, and grantee must complete and have its executive officer sign a Sub-Recipient DBE Program Compliance Statement. In accordance with the compliance statement, all LPAs, sub-recipients, and grantees agree to the following:

- Use solicitation language provided by ADOT defining DBE requirements for all construction, professional services, and procurement contracts;
- Submit DBE goal requests via <https://adot.dbesystem.com/frontend/welcome.asp> using the ADOT DBE Goal Request Form(s);
- Conduct post-award monitoring and reporting using the online DBE data collection and reporting system found at <https://arizonalpa.dbesystem.com>;
- Ensure commercially useful function compliance post-award;
- Designate a single point of contact for DBE compliance purposes;

Additionally, all LPAs, sub-recipients, and grantees agree to collect the following information for each solicitation for which a DBE contract goal has been established:

- The names and contact information of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The dollar amount of the participation of each DBE firm participating;
- Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
- If the contract goal is not met, evidence of good faith efforts.

LPAs, sub-recipients, and grantees will require prime contractors, consultants, and vendors to maintain records and documents of payments to DBE and non-DBE subcontractors for three years following the performance of a federal aid transportation contract. These records will be made available for inspection upon request by any authorized representative of the ADOT Civil Rights Office. Subcontractors are required to maintain payment information for any lower tier subcontractors for the same three-year duration.

LPAs, sub-recipients, and grantees are required to collect data on DBE and non-DBE participation to report to ADOT on Federal-aid projects. Contractors and consultants are to be notified that such record keeping is required for tracking DBE participation. Contractors, consultants, and vendors performing on federal aid transportation projects are required to provide monthly reports documenting amounts earned by and paid to all DBEs and non-DBEs. All DBE and non-DBE subcontractors working on federal aid transportation projects are required to verify receipt of payment. Further, first tier subcontractors are required to report amounts earned by and paid to all lower-tier DBE

and non-DBE subcontractors. Lower-tier subcontractors are required to verify receipt of payment.

Contractors, consultants, and vendors shall provide the required information for the current month by the 5th of the following month. The required information shall be submitted electronically through the Local Public Agency DBE data collection and reporting system. This system is located online at <https://arizonalpa.dbesystem.com>.

LPAs, sub-recipients, and grantees will submit project data in support of each semi-annual and annual submission made by the state. Sub-recipients are required to use the ADOT Local Public Agencies DBE Reporting System. This system may be accessed via www.arizonalpa.dbesystem.com. Semi-annual report data must be audited by LPAs, sub-recipients, and grantees for accuracy and completeness by May First and November First of each year. Semi-annual reports will be run by ADOT and reviewed with LPAs, sub-recipients, and grantees on an as-needed basis.

The ADOT DBE Program Plan and LPA/Sub-Recipient DBE Guidelines can be found online at www.azdot.gov.

8. Immigration:

To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its subcontractor employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.

9. Scrutinized Business Operations:

Pursuant to Arizona Revised Statutes Sections 35-391 and 35-393, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term “scrutinized business operations” shall have the meanings set forth in Arizona Revised Statutes Section 35-391 or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

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LETTER OF INTENT TO PERFORM AS A DBE

***Must be registered with ADOT – Civil Rights
(Submit only if applicable)***

Per FTA requirements, if you are a certified DBE and intend to operate as one for this contract, please provide a copy of your State of Arizona certification. **It is not a requirement to be a DBE for this contract.**

Project Title or Description:

The undersigned intends to perform work in connection with the above project as (check one):

_____ a prime contractor _____ a subcontractor

_____ a joint venture _____ other (please specify)

If applicable, name of prime contractor or joint venture partner:

The disadvantaged status of the undersigned is confirmed on by the attached documentation:

1. Submit copy of certification papers, etc.

Date: -

Name of DBE Contractor: _____

By: _____
(Signature & Title)

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- 10. Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.
- 11. Suspension and Debarment.** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
- 11.1 The certification in this clause is a material representation of fact relied upon by Purchaser. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Purchaser, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 12. Buy America** The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. A bidder or offeror must submit to the FTA (insert name of local government/agency) the appropriate Buy America certification (attached) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.
- 13. Resolution of Disputes, Breaches, or Other Litigation (May be modified for contract)**
Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Purchaser. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchaser. 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 Purchaser shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Purchaser, 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 Purchaser and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Purchaser is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Purchaser 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.

- 14. Lobbying** Contractors who apply or bid for an award of \$100,000 or more shall file the attached certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Purchaser.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

14.1 Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] 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 person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction 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 and not more than \$100,000 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.

15. Clean Air

(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.* The Contractor agrees to report each violation to the (insert name of local government/agency) and understands and agrees that the Purchaser will, in turn, report

each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- 16. Clean Water** - (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. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

16.1 The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- 17. 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.

- 18. ADA Access** The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.

**THE FOLLOWING CLAUSES APPLY TO OPERATIONAL SERVICE CONTRACTS
(GRANT PROGRAM 5311)**

- 19. Drug and Alcohol Testing - Option 1.**

The contractor agrees to (a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

Drug and Alcohol Testing - Option 2

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or the Arizona Department of Transportation, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (January 1) and to submit the Management Information System (MIS) reports before February 15 to the Transportation/Transit Planner of the City of Maricopa, 45145 W. Madison Avenue, Maricopa, Arizona 85139. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the

“Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

Drug and Alcohol Testing - Option 3

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or the Arizona Department of Transportation, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

ANTI-DRUG USE AND ALCOHOL MISUSE POLICY

The following policy shall be adopted by the service provider:

It is the organization's desire to provide a drug-free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. While on the organization's premises and while conducting business-related activities off the premises, no employee may use, possess, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job ONLY IF it does not impair or alter an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. Every new employee will be screened for drugs and alcohol use prior to employment with this organization. Random drug and alcohol testing will be conducted throughout the fiscal year, covering all safety sensitive positions, including dispatchers, operations managers, and any other job positions that are involved in the operations of the Demand Response services, and 100 percent of all transportation drivers and vehicle maintenance personnel.

All covered employees shall submit to drug and alcohol testing. Refusal to submit to testing, as well as discovery of the presence of illegal drugs and/or alcohol in the employee's system, will lead to disciplinary action, up to and including immediate termination of employment, and/or

required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences. Post-accident drug and alcohol tests are required, and refusal to submit to testing will lead to disciplinary actions as described in the above paragraph. The following drugs are to be tested for: Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine, and Alcohol.

A covered employee must also notify the organization of a criminal conviction of drug-related or alcohol-related activity occurring in the workplace. The report must be made within five (5) days of the conviction. Testing will be performed at a certified laboratory that will protect the employee and the integrity of the drug and alcohol testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct employee. Results of the overall testing will, on a quarterly basis, be sent to the City, giving the number of employees tested and the number of employees that passed the tests. Test failures will be reason for dismissal from this project.

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ACCEPTANCE OF ALL FEDERAL TERMS
(Must be submitted)

PLEASE PROVIDE THE FOLLOWING INFORMATION AS ACCEPTANCE OF THESE TERMS.

VENDOR BUSINESS:

NAME:

TITLE:

SIGNATURE:

DATE:

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SCOPE OF SERVICES

I. SCOPE OF SERVICES

It is the intent of this Request for Proposal (RFP) to solicit and select, through a competitive process, a qualified responsive and responsible service provider to operate and maintain the daily operation of a Demand Response Service for the City of Maricopa (City), 45145 W Madison Avenue, Maricopa, Arizona 85139.

The contractor, sub-contractors and their employees will be subject to and will follow the compliance of the Federal Transit Administration Section 5311-Rural Transit Program and all applicable laws and regulations as related to this program.

The service provider will be responsible for meeting all requirements as specified in the contract. The City transit program is federally funded and operates federally funded vehicles. Therefore the selected service provider will be required to adhere to all Federal, State and local operations, maintenance and administrative reporting requirements.

It is the City's intention to meet the following objectives through this award:

1. Improve operations and customer satisfaction
2. Provide courteous service in a timely manner
3. Cost-efficient service that maximizes resources available
4. Have flexibility in bus routes/schedules to improve service based on plans to be developed after award of this contract.

The primary goal of the City in acquiring such services is to provide the community with the advantages of a reliable, cost effective demand response service within the approved budget. Based on the selected proposal, the City intends to negotiate the most favorable outcome to meet the above objectives.

The Demand Response Service required under this proposal consists of advanced reservation and immediate response for specific pickup times. The City Demand Response Service is open to the general public. The transit system can serve minor children, teens, adults, the elderly, disabled, and other disadvantaged individuals. The Service provider will provide 1) Curb-to-curb service within the City of Maricopa and 2) Direct service from the City of Maricopa to the Casa Grande Regional Medical Center and within a 5 mile radius and Chandler Regional Hospital and within a 5 mile radius during the regularly scheduled hours of operation per service area Monday through Friday, except eight (8) major holidays.

CONTRACT TERM

The contract term shall begin on 10/1/2013 through a scheduled completion date of September 30, 2014, with an option to renew for an additional year and contingent on appropriate and sufficient funding. The contractor, sub-contractors and their employees will be subject to and will follow the compliance of the Federal Transit Administration Section 5311-Rural Transit Program and all applicable laws and regulations as related to this program.

It is anticipated that the City will want to revise service to improve the overall efficiency of the system and to meet public demand or transit plans developed after award of this contract. The City will notify the Service provider, according to the provisions of agreement, prior to any scheduling or route restructuring. Such notification will be in writing. In the event of a change in Federal, State, Local funding availability or for any other reason determined to be in the best interest of the City, the Mayor and Council reserves the right to increase or reduce the level of service, add or delete service area(s), or make any other change to the City's Transit System deemed necessary at any time during the term that this RFP is in effect.

1) CITY OWNED VEHICLES

The CITY will furnish the Demand Response vehicles that have been inventoried in Exhibit A – Fleet List. The service provider shall use and operate all city equipment only in accordance with the terms and provisions of the RFP and all applicable Federal, State and Local laws and regulations and solely for the purpose of Demand Response Service on behalf of the City.

Titles to the vehicles are registered in the name of the City and at all times remain the sole property of the City. The service provider shall not permit any of the vehicles to become subject to any lien, charge, or encumbrance. The City of Maricopa's Fleet Manager shall retain duplicate sets of keys for all vehicles.

The service provider shall require that due care is taken in operating these vehicles to ensure that the effective vehicle life is maximized and that minimum required vehicle availability and road performance are attained.

2) SERVICE HOURS

The bus service will be provided from 9:00 am through 12:00 pm and 1:00 pm through 5:00 pm on Monday, Wednesday, and Friday. During the hour between 12:00 pm and 1:00 pm the bus will not be in operation and the driver is expected to take his/her lunch. The bus service will be provided from 9:00 am through 5:00 pm on Tuesday and Thursday. The expectation is that we will pick up potential riders from 9:00 am through 10:00 am and then drive them to Chandler Regional Hospital/Casa Grande Regional Medical Center. Once at the location the riders will be dropped off at any location within a five (5) mile radius of the original location. At approximately 2:30pm the riders will start to be picked up, driven to Maricopa and dropped off at their original location. During the time when the bus is not in service, approximately from noon to 2:30 the bus driver will be able to take a lunch. All pre and post inspections will occur before and after the hours of service.

Dispatch Service: There will need to be a dispatcher available from 7:00 am to 4:00 pm. The City understands that some phone calls will inevitably roll to voice mail but this is not to be the first option. Voice mails left during normal dispatch hours should have a return call placed within thirty (30) minutes of the original call.

For the Bus Service and Dispatch service please assume 252 operating days.

There will be four (4) to five (5) events a year that the provider will need to show up and help promote the system. These are usually on Saturdays and last approximately between four (4) and six (6) hours a piece. All events will be held within the City of

Maricopa city limits. Any costs associated with these events are to be factored into the original proposal cost structure.

3) OPERATION

The Demand Response Service shall operate based upon a telephonic request for service, 24 hours in advance, within the designated operating area, and with specific hours for operation. This does not imply a set, immovable route or pattern of travel.

Advanced: Pickups shall be made within the 15 minute window consisting of ten (10) minutes before to five (5) minutes after promised pickup time.

Same Day: Pickups shall be made only *if* time is allowed and if so must be within 40 minutes of service request. Dispatchers shall provide customer with a promised pickup time.

4) SERVICE PROVIDER'S RESPONSIBILITIES

- a. Provide supervision, technical, personnel, complete personnel training, and operating services necessary for the daily operation of a Demand Response program service.
- b. Employ, supervise and manage all personnel, including drivers, dispatchers, supervisors and other personnel needed to operate and maintain the service. The on duty dispatcher must be bilingual (English and Spanish).
- c. Implement and sustain a driver training, customer service, and safety program approved by City.
- d. Provide training for all drivers and dispatchers in the areas of radio use, the complete service area, route layouts and schedules, demand response service, including trip scheduling and proper dispatcher techniques, specialized assistance for handicapped and elderly passengers including sensitivity training and wheelchair and wheelchair device tie down (reference ADOT/RTAP).
- e. Provide operators trained in First Aid/CPR, Passenger Assistance and Defensive Driver and the re-certification plan.
- f. Ensure that drivers meet all licensing requirements of the State of Arizona. Develop and adopt all necessary EEO employment, Civil Rights, DBE and Drug and Alcohol plans and policies as required by the Federal Transit Administration (FTA Circular 9070.1D, October 1, 1998). Provide complete employee training for all employees in the American with Disabilities Act as the Act applies to public transportation services (FTA Circular 9070.1D, October 1, 1998).
- g. Assist the City in public relations and promotional activities, including posting signs in vehicles, distributing schedules, operation of special event buses, etc.
- h. Collect, record, and forward all fare revenues to the City.

- i. Prepare and collect financial and non-financial data pertaining to the operation of Demand Response service and provide accurate statistical reports on a monthly basis (include copies of form currently in use).
- j. Collect, record, prepare and submit to the CITY all passenger information and operation data as required by the CITY, and applicable requirements of the Federal Transit Administrations National Transit Database reporting system.
- k. Provide uniforms for all employees. The Contractor shall provide and maintain clean, color-coordinated, and identical uniforms approved by the City for all contracted employees. The Contractor shall enforce a dress and appearance code. At a minimum, the dress requirement shall include a collared shirt and slacks. Headgear is optional, but if worn, will be a design of a baseball-type cap. Jacket will be optional for use in cold or rainy weather. All shirts and jackets will have name badges and identification patches with the Contractor's logo. Sandals or open-toed shoes are not allowed.
- l. Maintain vehicle appearance in an acceptable manner with a routine daily interior cleaning and a weekly exterior washing program on all transit vehicles.
- m. All other activities not listed in the request that the service provider believes are essential to the day-to-day operation of the system will be the responsibility of the service provider.
- n. Operators to deliver vehicles to City of Maricopa Department of Public Works Shop for mechanical/maintenance per schedule as required by the Federal Transit Administration and State of Arizona.
- o. Provide and maintain vehicle liability insurance in the amount of \$5 million (Combined Single Limit) with the City of Maricopa and Arizona Department of Transportation listed as "additional insured".
Provide complete vehicle damage insurance. Provide all necessary workers compensation and general liability insurance.
- p. Provide complete customer service, including but not limited to: public relations, promotion of the transit system, complaints, suggestions for service, accident reporting, ticket sales, information, etc.
- q. Drug and Alcohol testing of all safety sensitive employees as defined and required by the Federal Transit Administration (FTA Circular 9070.1D, October 1, 1998).
- r. The service provider shall have a plan to address vehicular breakdowns during operating hours.
- s. In the event of a vehicle breakdown, accident, or any other event causing the vehicle to be unexpectedly out of service, the driver shall promptly notify the City of Maricopa Fleet Manager and the City of Maricopa COMET Program Manager, in that order, of the event causing the vehicle to be out of service.
- t. Ensure that the driver's manual includes an up-to-date section regarding the City of Maricopa's service specific policies and procedures. Also ensure that updates properly added to the handbook as changes to policies and procedures

are made, and copies provided by the City of Maricopa.

5) CITY OF MARICOPA RESPONSIBILITY

- a. Establish routing, and service policy.
- b. Provide all transit vehicles necessary to provide services.
- c. Provide fuel, oil and maintenance necessary for the transit services described herein.
- d. Provide mechanical repair and preventative maintenance.
- e. Provide administration and policy for the operation of service.
- f. Provide a copy of Maricopa-specific service policies and procedures to service provider for inclusion to the driver's manual, within 10 days of any change.

The City will provide the Demand Response Service and fixed route vehicles, management oversight, establish priorities for service delivery, perform ongoing planning and programming and establishing related policies for all activities related to the Demand Response Services, service areas, fares, schedules, days and hours of operation, preparation of planning documents, budgets, grant applications, and related documentation and other such activities relative to overall system administration and contract compliance monitoring.

6) COST PROPOSAL

The Contractor shall provide a detailed cost proposal for the one (1) year of operation with an option for an additional one (1) year. The cost proposal shall be on the form provided with this RFP.

7) ANNUAL HOURS OF OPERATION

Bus Service: The bus service will be provided from 9:00 am through 12:00 pm and 1:00 pm through 5:00 pm on Monday, Wednesday, and Friday. During the hour between 12:00 pm and 1:00 pm the bus will not be in operation and the driver is expected to take his/her lunch. The bus service will be provided from 9:00 am through 5:00 pm on Tuesday and Thursday. The expectation is that we will pick up potential riders from 9:00 am through 10:00 am and then drive them to Chandler/Casa Grande. Once at the location the riders will be dropped off at any location within a five (5) mile radius of the original location. At approximately 2:30pm the riders will start to be picked up, driven to Maricopa and dropped off at their original location. During the time when the bus is not in service, approximately from noon to 2:30 the bus driver will be able to take a lunch. All pre and post inspections will occur before and after the hours of service.

Dispatch Service: There will need to be a dispatcher available from 7:00 am to 4:00 pm. The City understands that some phone calls will inevitably roll to voice mail but this is not to be the first option. Voice mails left during normal dispatch hours should have a return call placed within thirty (30) minutes of the original call.

For the Bus Service and Dispatch service please assume 252 operating days.

There will be four (4) to five (5) events a year that the provider will need to show up and help promote the system. These are usually on Saturdays and last approximately between four (4) and six (6) hours a piece. All events will be held within the City of Maricopa city limits.

8) HOLIDAY OBSERVANCES

No service shall be provided on the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day (Celebrated)
- Independence Day (July 4th)
- Labor Day
- Thanksgiving Day
- Christmas Day

9) BUS WASHING AND CLEANING

The City will provide space accommodations for washing the exterior of each bus at the City Public Works Yard. On occasion, the successful bidder will be required to detail the exterior of each bus bi-annually. Bidder will be required to clean the interior of each bus on a daily basis and the exterior shall be washed at least once each week irrespective of where the buses are based with the City of Maricopa.

10) FARE BOXES

Fare boxes are provided on all Demand Response vehicles. Vehicle operators will not handle money of any kind, and they will not make change for the passengers. Service will be provided on a cash per ride basis. The system runs on three (3) separate service areas: City of Maricopa; City of Casa Grande and the City of Chandler. The current rates for advanced reservations within the specified service area are: \$1.00 per trip within Maricopa and \$3.00 for round trip to Chandler or Casa Grande. All children ages 0-5 ride for free with a paid adult fare regardless of advanced or same day reservations.

The Fare box revenue shall be considered the property of the City. Drivers are required to collect fares at the time of the trip. Service Provider is to reconcile all fares. All cash revenue collected from the Transit System must be reported with proper verification and be given to the Transit Coordinator no later than three (3) days after the last day of the month. . Weekends and holidays the revenue is to be kept in a locked location until reconciled the following business day. The service provider shall repay Fare box receipts lost or stolen while in the possession of the service provider to the City.

Service provider's vehicle operators shall collect fares as established by the City, and maintain an accurate count of all boarding passengers by stop and fare category. Fare box revenue will be counted by the service provider's delegated office employees on a daily basis, and reconciled

against the stated number of passenger trips. Any shortages must be investigated and corrected by the service provider. The service provider will deliver a daily deposit of the fare box revenue to Maricopa City Hall by 5:45 pm. Fare box revenue is the property of the City of Maricopa and the service provider will submit written reports of revenue collection to the City with the monthly Demand Response operations invoices. ***Fares are subject to adjustment by the City.***

11) IN VEHICLE TIME

Service provider shall ensure for Demand Response the optimum usage of each vehicle, and shall limit passenger ride time for each trip so as not to exceed fifteen (15) minutes in Maricopa. Service provider will support the region's Mobility Management programs and assist in coordinating trips with other providers.

Customers of the Maricopa Public Transit System will generally fall within one of the following two classifications: Advance Reservation and Same Day Customers. The City considers on-time and prompt service to these customers as a very high priority. Common trips purposes include, but are not limited to: medical appointments, work, education, access to food, and recreational (the bulk of all trips being for medical and/or work). Vehicles are equipped to transport 21 individuals or 17 and 2 wheelchairs at one time.

Advance Reservation Customers are those customers that make advanced reservations for service. These customers shall be picked up and served within 15 minutes of the pick-up time agreed upon between the customer and Maricopa Public Transit System and shall arrive at their destination prior to their scheduled drop-off time. Failure to serve the Advance Reservation Customers within 15 minutes, before or after, the scheduled pick up time will be considered untimely.

Same Day Customers are those customers requesting fluctuating service without making prior reservations or arrangements. Customers may be denied service if all vehicles are full or may be asked to negotiate a different pick-up time than they originally requested. The provider must attempt to negotiate a new time for the service within the one hour window before and after the requested trip time, or the call shall be recorded as a denial. Provider shall log and maintain a record of all denials, turndowns and refusals (unmet needs) of service as defined by FTA.

12) DEMAND RESPONSE RESERVATIONS AND SCHEDULING

SERVICE PROVIDER shall provide and use a scheduling and dispatching process and/or software.

Sufficient staff will be provided by service provider to allow for reservations and trip scheduling. The service provider's personnel must have sufficient knowledge of the reservation and scheduling process in order to effectively communicate with individuals requesting service. The service provider will provide bilingual (English/Spanish) Customer Service and Reservations agents to support the community's diversity.

- a. Passengers are required to call in advance of a trip. The service provider can accept reservations up to seven (7) days in advance. The minimum amount of time required for reservations for "next day" service shall be twenty-four (24)

hours in advance, and no later than 4:00 p.m. the day prior to when service is required.

- b. Service provider shall make every effort to respond to all requests for service, but is not obligated to respond to “same day” calls.
- c. Service provider shall maintain an answering machine for after business hours messages and reservations.
- d. Passengers shall be informed of expected pick-up time.

13) SERVICE CANCELLATION

The service provider shall observe the following actions in regard to cancellations and no shows:

- a. Passengers shall be instructed to provide a minimum of two (2) hours prior notice in the event of a cancellation of a scheduled trip.
- b. Passengers shall be considered as a no-show when a driver shows up for a pick-up and there is no passenger waiting at the pick-up point within five (5) minutes after the driver’s arrival.
- c. The penalty for no-shows shall be as follows:
 - 1st no-show Suspended service for one (1) week
 - 2nd no-show Suspended service for two (2) weeks
 - 3rd no-show Suspended service for three (3) weeks
 - 4th no-show Passenger becomes ineligible for service for a period of one (1) month

The City shall notify the passenger, in writing, of the intent to suspend service, and outline any basis for the suspension.

14) TRIP RESCHEDULING & CANCELLATIONS

- a. Trips requiring rescheduling due to problems such as vehicle malfunctions, etc., shall be rescheduled as soon as possible. Passengers shall be contacted at least two (2) hours prior to their appointment, unless an emergency arises and the two-hour notice cannot be completed.
- b. Cancellations shall be made at least two (2) hours in advance. Passengers shall be advised of this at the time of eligibility establishment. A passenger shall be allowed three (3) trip cancellations; once three (3) trips have been cancelled by a passenger, service shall be suspended for a period of one (1) month.
- c. The service provider shall not be responsible for missed appointments due to circumstances beyond its control including, but not limited to, vehicle malfunctions, road closures, inclement weather, etc.

15) INCLEMENT WEATHER

In the event that weather conditions are such that service must be temporarily suspended to ensure the safety of passengers and vehicle operators, the service provider shall immediately notify the City as to that event.

The service provider shall make good faith attempts to resume service when safety and prudence permit. The service provider shall notify scheduled Demand Response passengers of suspended service and the reason therefore, and also provide an estimate of when the service will resume.

16) PASSENGER CONDUCT

All passengers shall have equal rights, protection, and responsibilities. If any passenger misconduct occurs, the driver shall report it to service provider management, and service provider management shall verbally report the occurrence within eight (8) business hours to the City Transit Coordinator. The service provider may refuse to transport a passenger if service provider reasonably believes the passenger poses a threat to the health or safety of the driver or other passengers. If a passenger exhibits disruptive behavior which impedes the driver's ability to safely operate the vehicle, the passenger shall be refused service. If the City determines that an incident is serious, a written report shall be completed by service provider and submitted to the City within seven (7) business days. The City Transit Coordinator shall then notify the passenger of a date, time, and location where the behavior of the passenger will be reviewed. At that time, he or she will be able to present the passenger's side before any decision is made as to the continuation of services for that individual. Any excessive continued, disruptive behavior shall result in the permanent discontinuation of service.

17) PASSENGER ASSISTANCE

- a. Drivers are required to use prudence and caution in assisting passengers. Drivers shall only assist passengers with entering/exiting the vehicle, but will not enter private property or private residences.
- b. Passengers shall be loaded and unloaded as close to the entryways as possible, as safety allows, and in designated spaces identified by a business and/or property owner or their agents.
- c. Drivers may provide directions/information upon completing a trip, but not to the detriment of other passengers waiting in the vehicle.
- d. Passengers are responsible for any personal possessions left in the vehicle, including groceries, bags, etc. The City or the service provider shall not be held responsible for lost or stolen items.
- e. Service animals are allowed with riders and must comply with the Americans with Disabilities Act.
- f. All infant/toddler passengers must comply with all Federal, State, and local code, statutes, or ordinances pertaining to use of child safety car seats. Infant/toddler car seats should be provided by the passengers for their children. The dispatcher will inform the passenger that if there is an infant/toddler being transported they will need to provide a car seat. If the driver attempts the scheduled pick-up and

the passenger has not provided a car seat, the driver will not transport the passenger or their infant/toddler. The trip will be documented as a “no show”.

18) CONSULTATION

The service provider represents itself as an expert in the field of public transit and demand response transportation services. As such, service provider shall provide the City with minor technical assistance and consultation in such matters as operating policies, funding, and coordination with other transit providers at no additional charge to the City.

19) DAY-TO-DAY

The service provider will manage the day-to-day operations in accordance with the adopted operations plan and good management practices. Management of day-to-day operations of the system will be vested in at least one (1) local Program Manager who will be experienced in all aspects of public transit operations. The individual will be responsible for managing and monitoring all aspects of the systems operations, including but not limited to: maintenance, repair, fueling, security, and supply of on-line and spare vehicles, warranty work, quality of service, accounting, fare collection, personnel, and contract administration. The service provider shall supply City with a 24-hour emergency telephone number at which service provider can be reached.

20) OPERATIONAL EFFICIENCY

The service provider shall seek out and implement methods of improving system operations, service, and cost effectiveness, along with improvements to correct deficiencies and substandard performance. Results will be reported to City via the monthly management summary statement (reference Scope of Services, Definition of Terms) (MSS) activity report, or direct memo along with any corrective actions that have been taken. The service provider shall review and comment on plans, equipment purchases, operative changes, and related proposals of the City.

21) MARKETING & PROMOTION

The service provider shall promote the service for City at city sponsored events (i.e. Salsa Festival and Great American Barbeque); distribute brochures, comment cards, performance/satisfaction surveys and other materials, as requested or approved by City. The City retains all content rights and approval for advertising on the inside and outside of the buses. This includes all information signs, advertising/promotional signs, and electrical signs.

22) PERSONNEL

The service provider personnel shall meet all of the qualifications as required by law and additional qualifications, at the time of the RFP submittal, including but not limited to:

22.1) Vehicle Operators

- a. All vehicle operators shall maintain a Commercial Drivers' License (CDL) with Bus endorsement to operate a vehicle of nine (9) passengers or greater.

- b. Vehicle operators shall not have been convicted of reckless driving offenses or driving under the influence within five (5) years immediately preceding employment for the purposes of this Agreement.
- c. Vehicle operators shall not have been convicted of any crime involving moral turpitude within five (5) years immediately preceding employment for purposes of this contract.
- d. Vehicle operators shall wear City-approved uniforms and name badges at all times when operating a vehicle. The Contractor shall provide and maintain clean, color-coordinated, and identical uniforms approved by the City for all contracted employees. The Contractor shall enforce a dress and appearance code. At a minimum, the dress requirement shall include a collared shirt and slacks. Headgear is optional, but if worn, will be a design of a baseball-type cap. Jacket will be optional for use in cold or rainy weather. All shirts and jackets will have name badges and identification patches with the Contractor's logo. Sandals or open-toed shoes are not allowed.
- e. Vehicle operators shall maintain the cleanliness and sanitation of the vehicles in service.
- f. Vehicle operators shall practice good personal hygiene and are required to be neat, clean, and well groomed.
- g. Vehicle operators shall speak English; however, bilingual is preferred. Drivers must be able to explain information about the Demand Response system.

22.2) SERVICE PROVIDER PERSONNEL

- a. The service provider shall provide all management, office staff, drivers, dispatchers and/or telephone information operators, and such other personnel necessary to responsibly operate the Demand Response system.
- b. The service provider will recruit, screen, hire, discipline, and train personnel as necessary, conduct monthly safety and other related employee meetings as necessary, and perform liaison activities with City and other agencies related to execution of the Agreement. A copy of employee benefits, work rules, and union contracts, if any, shall be provided to City.

The service provider shall meet and coordinate with City on a frequent basis.

- c. The service provider shall supervise all drivers to ensure that they are courteous to all patrons at all times, and respond to patrons' questions regarding use of the Demand Response system as applicable.
- d. The service provider shall provide City with an organizational chart prior to start-up and provide a driver's list to City, and shall update said list on a monthly basis. The service provider shall not place a driver into service without completing a training program.

FAILURE TO COMPLY WITH THIS SECTION MAY RESULT IN TERMINATION OF THIS AGREEMENT.

- e. The service provider personnel such as managers, dispatching, and clerical, shall be trained in customer service techniques and assistance issues appropriate to passengers during regularly scheduled service, in addition to emergency evacuation due to fire, accident, or other emergencies in compliance with the Arizona Department of Transportation Rural Transit Assistance Program.
- f. The service provider shall be able to communicate in English and Spanish, and the service provider shall have a Spanish language speaker/translator available during working hours to answer any requests for information in Spanish, as necessary.

23) EMPLOYEE WORK RULES

The service provider shall enforce the following employee rules:

- a. Uniforms:
 - i. Must be worn at all times
 - ii. Shall be clean and presentable at all times
 - iii. Designs, colors and ID tags must be approved by City
 - iv. Closed-toe shoes
- b. Gratuities:
 - i. Shall NOT be accepted
 - ii. All cash shall go into the fare box without being handled by the driver, UNLESS required by passengers with a disability.
- c. Knowledge of Service and Service Area:
 - i. Drivers shall have a thorough knowledge of Demand Response services and service area of Demand Response.
 - ii. Drivers shall also have a basic knowledge of transfer location for all routes and services.
- d. General Rules
 - i. NO ONE will be permitted to smoke, eat, or drink aboard Demand Response vehicles at any time. This includes both passengers and staff. Operators and passengers may bring bottled water on the bus if it is in an approved, covered plastic container.
 - ii. Boisterous language, profanity, or incivility to anyone shall not be allowed while in uniform, either on- or off-duty.
 - iii. While in uniform, no employee shall purchase, consume, or be under the influence of any narcotic, intoxicant, or harmful drug.
 - iv. Drivers shall be responsible for keeping all vehicles clean and sanitary during their shift.
 - v. All employees are responsible for reporting any defects a vehicle may have to the supervisor and maintenance department immediately. Drivers

- shall conduct a Pre-trip inspection of their vehicle, and complete a “VEHICLE INSPECTION FORM” (Attachment C). Drivers shall have the Fleet Manager resolve any doubt about the safety of a vehicle prior to placing a vehicle in passenger service.
- vi. Employees may use vehicles only in accordance with their assigned duties. Employees must conduct themselves and operate vehicles in a safe and courteous manner at all times.
 - vii. No one shall be permitted to solicit on any of the Demand Response vehicles.
 - viii. No item longer than five (5) feet will be permitted on any of the Demand Response vehicles.
 - ix. All information regarding incidents shall be confidential. Employees shall refrain from speaking to anyone concerning any accident unless it is to police, supervisory personnel, or other person(s) involved in the accident, as required by law.
 - x. Persons whom the Driver reasonably believes to be under the influence of any intoxicant, narcotic, or harmful drug shall not be permitted on the vehicle.
 - xi. Drivers providing Demand Response service will be required to travel over prescribed routes and maintain time schedules. If it becomes necessary to leave the route, the dispatcher or immediate supervisor shall be notified immediately. No run shall be cut short.
 - xii. Drivers will provide assistance required to help elderly and disabled persons boarding and de-boarding vehicles, moving to their seat, and/or maneuvering and securing wheelchairs/electric scooters. **Under no circumstances** will drivers enter a passenger’s residence OR physically lift a passenger.
 - xiii. No vehicle shall be operated in an unsafe or uncertain condition.
 - xiv. No driver shall operate the wheelchair lift until: a) he/she has received the required training, and b) if there is any doubt whatsoever about the mechanical condition of the lift or safety of the passenger as a result from using the lift, the bus must be put out of service. Wheelchair lift operation shall be in compliance with the methodology recommended by the manufacturer. The service provider shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the differences among individuals with disabilities.
 - xv. Traffic violations, while on duty, will result in disciplinary action to the driver involved, and any fines levied due to a traffic violation will be paid by the service provider or its employee.
 - xvi. At no time shall the Contractor or its employees operate City vehicles outside the assigned scope of work of this agreement. Deviation from the scheduled route is strictly prohibited and not allowed for personal use.

24) **VEHICLE MAINTENANCE**

The City has developed a maintenance program that the service provider will follow in order to ensure the safe and efficient operation of vehicles and equipment for this contract. The program shall include, but not be limited to, operator maintenance, daily and periodic inspections, and scheduled preventive maintenance activities. Routine preventive vehicle maintenance is to be performed by the **City** in accordance with the requirements of each vehicle's manufacturer maintenance and warranty guidelines. The maintenance program will include:

- a. Performance of maintenance to ensure each vehicle shall meet all applicable laws, codes, and safety requirements specified by the State of Arizona;
- b. All preventive maintenance, repairs, and major component rebuilding/replacement shall be performed in accordance to the Original Equipment Manufacturing's (OEM) specifications and applicable warranty conditions and best transit industry general practices.
- c. The City warrants that all vehicles are in good condition with normal wear and tear for the age of the vehicles. The service provider shall have the right to inspect all vehicles and equipment covered in the contract and shall verify that all vehicles and equipment are in safe operation and good running order.
- d. All vehicles provided, which are under warranty, are subject to warranty compliance by the City
- e. The Preventive Maintenance Program shall, at a minimum, include, but not be limited to:
 - i. Daily preventive maintenance and safety inspection (PMI)
 - ii. Lubrication according to OEM specifications
 - iii. Brake inspections and adjustments
 - iv. Vehicle body repairs (including body and glass) shall be made within thirty (30) days of occurrence
 - v. Mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained
 - vi. Interior passenger compartment shall be free of exhaust fumes, dirt, and trash
 - vii. Heating and air conditioning systems shall be maintained and used to insure passenger comfort
 - viii. Seats shall be functional and tears, gum, graffiti, and other damage shall be repaired immediately upon discovery
 - ix. Wheelchair-lift related equipment shall be inspected, serviced, lubricated, and be in operating order at all time.
 - x. Vehicle safety equipment such as fire extinguishers and first aid kits shall be inspected and maintained in good condition and working order.
 - xi. Bicycle racks will be properly maintained and kept in good operating conditions at all times.

25) LICENSES AND PERMITS

The service provider shall be appropriately licensed for the services required hereunder, and have all permits for personnel, equipment, and vehicles as required by law at the time of the

RFP submittal. The service provider has the responsibility to maintain licenses and permits for the duration of this Agreement. The service provider is liable for any and all business license and permit fees and all taxes due as a result of this Agreement. The City will provide vehicle licenses.

26) SAFETY PROGRAM

This section shall include a description of the Contractor's program (or Safety Policy and Procedures) for assuring safe transit operations and compliance with Federal and State safety laws and regulations. This section shall include a description of the Proposer's safety record over the past five years, including an identification of any citations during that period. One complete copy of a safety program must be included as an addendum with the Proposal.

27) EMPLOYEE TRAINING

Provide a description of all employee training programs including driver, maintenance, management, dispatch, road supervisor, and safety training. One complete copy of the driver training program must be included as an addendum with the Proposal. The training description should address both initial and in-service training, and should include the steps the Contractor intends to take to improve employee skills, enhance service quality, and promote safety in the performance of work. The number of hours and types of training to be provided should be specified.

28) ADMINISTRATIVE RECORDS

Not later than five (5) days after the end of the service month, the service provider shall submit operating data to the City. The service provider shall use the NTD reporting categories (year-to-date) for bus and Demand Response, and will include the following monthly information:

- a. Vehicle service mileage
- b. Number of passengers boarding and deboarding, by stop
- c. Complaints and/or comments
- d. Number of passengers served daily, by route
- e. Vehicle service hours
- f. Accidents
- g. Service days per month
- h. Number of wheelchair passengers
- i. Number of bicycle passengers

Periodically, the City may request additional information including, but not limited to, statistics regarding customer service approach recommendations and equipment reliability.

1. Management Information System

The service provider Management Information System shall utilize WORD, EXCEL, AND POWERPOINT, and provide an adequate methodology to gather, store, retain, calculate, compute, cross-reference, and display in test, tabular, and graphic form, all operating, performance, and financial data associated with this contract. In addition, e-mail capability is required to communicate with the City.

2. Monthly Reports

The service provider will report the information on a monthly basis in EXCEL format.

3. Annual Reports

The service provider will report the information on an annual basis in EXCEL or WORD format.

29) ACCIDENT REPORTING

Accidents occurring while in service under this Agreement, which involve City vehicles and equipment and personnel, shall be reported to the City in all cases. The service provider shall provide the City with an **immediate** telephone call to the Transit Coordinator (520-316-6948) and written copies of accident reports within (48) hours of the incident.

Such incidents shall include the following, but may include other activities or occurrences that affect passenger service and comfort:

- a. Collisions between a vehicle and another vehicle, person or object.
- b. Passenger accidents, including falls of vehicle passengers who are entering, occupying or exiting the vehicle.
- c. Disturbances, passenger ejection, fainting, sickness, assaults, injuries or deaths.
- d. Accidents the driver witnesses.
- e. Vandalism to the vehicle while in service.
- f. Passenger complaints of injury or property or other circumstances likely to result in the filing of claims against the contractor or City.
- g. Any passenger, driver, and service complaint that arises from an accident.
- h. Breakdowns of in-service vehicle.

30) DRUG TESTING POLICY

The service provider agrees to establish and implement a drug and alcohol testing program that complies with the FTA's Section 5311 –Rural Transit Program and 49 U.S.C. § 5331 and 49 Code of Federal Regulations (“CFR”) Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or the City to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The service provider further agrees to certify annually its compliance with Parts 653 and 654 on or before January 15 (each year) to City.

31) AUDIT AND INSPECTION

As a condition of receiving public funds administered by the City, Contractor agrees that:

- A. The City, or any of its duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records with regard to this project, and to audit the books,

records, and accounts with regard to this project at any time during three (3) fiscal years subsequent to the fiscal year in which this Agreement terminates.

- B. The records considered relevant to this Agreement include, but are not limited to, mileage, fares, work schedules, timecards, vehicle logs, hours, accident reports, maintenance records, expenditures, DPS inspection reports, police reports, licenses and certificates, and training records.

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VENDORS SUBMITTAL CHECK-OFF FORM

The information set forth in below must be included with all proposals. Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a proposal.

- _____ Offer Sheet **Signed**
- _____ 1 Unbound Original and 5 bound copies
- _____ Letter of Transmittal
- _____ Table of Contents
- _____ Firm Overview and Management Overview
- _____ Disclosures of Conflict of Interest
- _____ Experience
- _____ Letter of Intent to Perform as a DBE (if applicable), **Signed**
- _____ Acceptance of all Federal Terms signature page, **Signed**
- _____ Substitute W -9 Form
- _____ References
- _____ Proposed Fees/Compensation
- _____ Qualifications, Experience and Competence
- _____ CDL copies, front and back
- _____ Organization Chart and drivers list
- _____ Copy of your firms Standard Operations & Practices Manual
- _____ Safety Program documentation
- _____ Bus Breakdown Response Plan
- _____ Copies of certificates of training for:
 - _____ First Aid for all drivers
 - _____ ADA training
 - _____ Drug and Alcohol Testing Policy
 - _____ Drug and Alcohol Compliance
- _____ Amendment – **Signed** original document acknowledging amendment receipt

EXHIBIT-A

FLEET LIST

Current Mileage	Vendor	Mfg.	Model	Year	VIN#	*Class	Fuel	Reg. Seats	Dis. Seats
	AZ Bus Sales	CHEVY	ARBOC	2010	1GB9G5A62A1105092	5	D	21	17/2
	AZ Bus Sales	CHEVY	ARBOC	2010	1GB9G5A60A1105804	5	D	21	17/2

*Classification per ADOT Vehicle Classification, ADOT Section 5311 Handbook & Application FY 2011-2012

**The City of Maricopa is in the process of procuring three 7 passenger Braun Entervans. These wheelchair-equipped minivans will become the primary vehicles for use in the Demand Response Program. These minivans may also be used for some of the regional routes to Chandler Regional Hospital and Casa Grande Regional Hospital, although on a limited basis.

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ATTACHMENT A

PRICE SHEET

2013 – 2014 BUDGET	
SUBSTANCE ABUSE PROGRAM	
Collection Site	\$
Medical Review Officer	\$
Laboratory Testing	\$
Related Travel	\$
OPERATING BUDGET	
Driver/Dispatcher Salaries	\$
Fringe Benefits	\$
Uniform Purchase	\$
Cell Phone Service	\$
Operating Supplies	\$

Optional second year (2nd) if contract is recommended and approved for renewal

2014 – 2015 BUDGET	
SUBSTANCE ABUSE PROGRAM	
Collection Site	\$
Medical Review Officer	\$
Laboratory Testing	\$
Related Travel	\$
OPERATING BUDGET	
Driver/Dispatcher Salaries	\$
Fringe Benefits	\$
Uniform Purchase	\$
Cell Phone Service	\$
Operating Supplies	\$

SUBSTITUTE W-9 FORM

PART I: Company Information:

1. Name (as shown on Income Tax Return): _____
2. Business Name (if different than above): _____
3. DUNS #: _____
4. Federal employer identification number (or SSN): _____
5. Type of organization (check one):
 - Individual/Sole Proprietor
 - Corporation
 - Partnership
 - Other: _____
 - Limited Liability Company*
- *Choose the tax classification
 - Disregarded Entity
 - Corporation
 - Partnership
6. Order Address: _____

(Order address) (City) (State) (Zip code)
7. Remittance address (if different than above): _____

(Remittance address) (City) (State) (Zip code)
8. Contact person for bid invitations: _____
9. Phone Number: _____ Fax Number: _____
10. Email address of contact person: _____
11. Applicant is a (check one):
 - Factory Representative
 - Manufacturer
 - Retail dealer
 - Consultant
 - Jobber
 - Authorized distributor
 - Contractor
 - Other: _____
12. Indicate if the business is registered as a minority or woman-owned company.
 - Minority-owned
 - Woman-owned
 - Not Applicable
13. How long has the company been in business? _____
14. Does applicant currently hold a valid business license issued by the City of Maricopa?
 - Yes
 - No

PART II: COMMODITY OR SERVICE DESCRIPTION

1. Commodity/Service description (this section must be completed): _____

PART III: APPLICANT TERMS & CERTIFICATION

Terms:

The City of Maricopa may take up to 30 calendar days after the receipt of vendor's invoice to render payment unless other arrangements are made through a written contract. Applicant's signature below signifies acceptance of those terms.

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct federal employer identification number.
2. I am not subject to backup withholding because of failure to report interest and dividend income.
3. I am a U.S. person (including a U.S. resident alien).

(NOTE: You must cross out item 2. above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return).

4. The following business ownership classifications are applicable:

Disadvantaged Business Enterprise Ownership Classification (Select One Only):

- | | |
|--|--|
| <input type="checkbox"/> 1 Non-Small/Non-Minority/Non-Disabled | <input type="checkbox"/> 8 Small Business/Disabled Owner |
| <input type="checkbox"/> 2 Small Business (Per ARS §41-1001.14) | <input type="checkbox"/> 9 Minority Woman Owned Business |
| <input type="checkbox"/> 3 Minority Owned Business [Per 15 CFR §1400.1(a)] | <input type="checkbox"/> 10 Disabled-Minority Owned Business |
| <input type="checkbox"/> 4 Woman Owned Business | <input type="checkbox"/> 11 Disabled-Woman Owned Business |
| <input type="checkbox"/> 5 Owned By Disabled Individual (Per ARS §41-1492.5) | <input type="checkbox"/> 12 Small Business/Minority-Woman Owned |
| <input type="checkbox"/> 6 Small Business/Minority Owned | <input type="checkbox"/> 13 Small Business/Disabled-Minority Owned |
| <input type="checkbox"/> 7 Small Business/Woman Owned | <input type="checkbox"/> 14 Small Business/Disabled-Minority-Woman Owned |

"The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding."

Name *(Please print)*

Signature

Title *(Please print)*

Date

Attachment C

VEHICLE INSPECTION REPORT

Date: _____ Contractor: _____

Mileage: Start _____ Stop _____

Driver's Name: _____

Check Each Item: ✓ - OK or

X - Needs Work

Pre-Trip	Post-Trip	Item	Remarks	Pre-Trip	Post-Trip	Item	Remarks
		Interior Lights				Temperature Gauge	
		Dash Lights				Mobile Data Terminal	
		Fuel Gauge Full				Registration Card	
		4 Way Flashers				Insurance Card	
		Headlights				Seat Belt Harness	
		Turn Signal Int.				All Seat Belts	
		Turn Signal Ext.				Seat Belt Cutter	
		Parking Lights				Fire Extinguisher	
		All Marker Lights				Accident Kit	
		Back Up Lights				First Aid Kit	
		Brake Lights				Three Triangles	
		Tail Lights				Interior Clean	
		Rear View Mirrors				Fluids	
		Side View Mirrors				Driver F/Side Tire	

Pre-Trip	Post-Trip	Item	Remarks	Pre-Trip	Post-Trip	Item	Remarks
		Windows				Passenger F/Side Tire	
		Windshield Wipers				Driver R/Side Tire	
		Heat & Defrost				Passenger R/Side Tire	

		Air Conditioning				Exterior Body Damage	
		Horn				Exterior Clean	
		Radio Check				Gas Cap on Tank	
		Back Up Alarm				Doors	
		Brakes				Stepstool	
		Antilock Working				Wheel Chair Lift	
		Emergency Brake				Tie Downs	
		Oil Pressure Gauge				License Plate	

I have checked the above items and found them as noted:

Driver's Signature: _____ Date: _____

Mechanic's Signature: _____ Date: _____

Fleet Manager's
 Signature: _____ Date: _____