

**SERVICES AGREEMENT
FOR DEMAND RESPONSE TRANSIT SERVICES**

THIS AGREEMENT is made and entered into this 2nd day of September 2014, by and between the City of Maricopa ARIZONA, an Arizona municipal corporation ("City"), and Total Transit Inc., an Arizona corporation ("Company"), for the project titled City Transit Services ("Project").

WHEREAS, City desires to retain a company to furnish city transit services and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda, including the Request for Proposal (Exhibit A), Amendment/Addendum to the Request for Proposal (Exhibit B), and Company's response (Exhibit C), which are appended hereto by mutual agreement of the parties; and

WHEREAS, in procuring these services, City has complied with the open market procedures set forth in Section 3-215 of the City of Maricopa's City Code.

NOW, THEREFORE, City agrees to retain and does hereby retain Company and Company agrees to provide the services required according to the terms and conditions and for the consideration hereinafter set forth:

1. COMPANY'S DUTIES: Company agrees to perform the following services in connection with the Project:

See attached Exhibit A, Exhibit B, and Exhibit C, which are incorporated into this Agreement.

Company specifically agrees the services described in Exhibit A, Exhibit B, and Exhibit C may be subsequently expanded, modified or reduced by City. In no event shall City be penalized if Company operates for longer hours than agreed upon due to scheduling conflicts by the Company or its staff. Delays in service due to inclement weather or operator error will not be the fault of the City. Company is prohibited from operating the services herein with any other transit services the Company may offer. At no time will Company directly bill the City for an overage that occurred for the previous month.

2. TERM. The Original Term of the Agreement shall be begin on October 1, 2014, and terminate on September 30, 2015 ("Original Term"), unless earlier terminated as provided herein. The City shall have the option to renew for one (1) additional one (1) year term, beginning October 1, 2015, and terminating on September 30, 2016 ("Renewal Term").

3. COMPENSATION: In accordance with the terms and conditions of this Agreement, City shall compensate Company for its services in an amount not to exceed ONE HUNDRED SIXTY THOUSAND NINE HUNDRED FIFTY and 00/100 Dollars (\$160,950.00) as follows:

For services provided by Company during the Original Term of the Agreement, City shall compensate Company in a total amount not to exceed either:

- i. ONE HUNDRED SIXTY THOUSAND NINE HUNDRED FIFTY and 00/100 Dollars (\$160,950.00) if expanded services begin on January 2, 2015.
- ii. ONE HUNDRED FORTY SEVEN THOUSAND EIGHT HUNDRED FIFTY and 00/100 Dollars (\$147,850.00) if expanded services begin on March 1, 2015.

For the purpose of this Agreement, the phrase "expanded services" means the Company shall be obligated to provide additional Demand Response and Deviated Fixed Route services and one (1) additional fulltime driver, as more specifically set forth in Exhibit A. "Expanded services" shall require the City's addition of three 7-passenger vans to the fleet list.

In no event, shall the total compensation under this Agreement exceed ONE HUNDRED SIXTY THOUSAND NINE HUNDRED FIFTY and 00/100 Dollars (\$160,950.00). Exhausting the total amount payable for activities described in Section 1 above shall not relieve Company of its obligations to perform such services. Should City request additional services beyond those specified in Section 1, Company shall charge, and City shall pay, a rate as mutually agreed upon in writing prior to Company performing the additional services. If any such requested change would cause an unanticipated increase in the cost of, or the time required for, the performance or any part of the work under this Agreement, the parties shall meet to negotiate an equitable adjustment to Company's rate, and the Agreement shall be amended accordingly in compliance with the City Code.

If the City exercises its option to renew the Agreement, City shall compensate Company for the services provided in the Renewal Term in a total amount not to exceed TWO HUNDRED FOUR THOUSAND FOUR HUNDRED and 00/100 Dollars (\$204,400.00).

Notwithstanding the foregoing, after the first forty two (42) service days of the term of this Agreement, the parties will calculate the actual vehicle service hours operated during the first forty two (42) service day period. In the event the actual vehicle service hours operated were less than 276 vehicle service hours, the parties shall meet to negotiate an equitable adjustment to Company's rate and the Agreement will be amended accordingly by written change order.

4. PAYMENT: City will make monthly payments to Company based on the number of service days in each month. In no event shall such monthly payments exceed the amounts set forth in Section 3.

5. CITY'S STANDARD OF PERFORMANCE: City shall furnish the Company with all data, information, and other supporting services specified in Exhibit A. Without the consent of Company, City reserves the right to make such changes as it deems appropriate with respect to the City Transit Services specified herein including, but not limited to, number of buses, hours of operation, routes, schedules, fares, operating policy and promotional programs.

6. COMPANY'S STANDARD OF PERFORMANCE: While performing the services, Company shall exercise the reasonable care and skill customarily exercised by

reputable members of Company's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its skill and expertise. Company shall be responsible for all errors and omissions Company commits in the performance of this Agreement.

Company shall not employ as a driver (i) any person who does not have a minimum of two (2) years licensed driving experience; (ii) any person who has been convicted of a crime involving moral turpitude or narcotics within five (5) years immediately preceding the date of this Agreement; (iii) any person who has been convicted of driving recklessly within two (2) years immediately preceding the date of this Agreement; or (iv) any person who has been convicted of driving a vehicle while under the influence of intoxicating liquors and/or drugs within five (5) years immediately preceding the date of this Agreement. Company shall develop, maintain and enforce a driving performance and safety evaluation system for its drivers and shall provide necessary training to drivers and dispatchers throughout the term of this Agreement. City reserves the right to have Company modify, expand or revise said performance and safety evaluation system and/or training.

7. NOTICES: All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to City:

City of Maricopa
Attn: City Manager
39700 West Civic Center Plaza
Maricopa, AZ 85138

If to Company:

Total Transit, Inc.
Attn: Chris R.S. Hager, General Manager
4600 W. Camelback Rd.
Glendale, AZ 85301

8. TERMINATION WITHOUT CAUSE: The City may at any time and for any reason or no reason, at its convenience, terminate this Agreement or any part of the services to be rendered pursuant thereto upon thirty (30) days written notice to Company. Immediately after receiving such notice, Company shall discontinue performing the work under this Agreement. If this Agreement is terminated, Company shall be paid for services performed to the date of receipt of such termination notice.

9. TERMINATION WITH CAUSE: The City reserves the right to terminate the whole or any part of this Agreement due to failure by Company to carry out any obligation, term or condition of this Agreement. The City will issue written notice to Company for acting or failing to act as in any of the following:

- a. The Company fails to adequately perform the services set forth herein;
- b. The Company fails to complete the work required within the time required;
- c. 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, Company shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of Company to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancellation of this Agreement;
- b. Collection of liquidated damages at the rate of \$500.00 per day which shall be collected by reducing the monthly compensation due to Company pursuant to Section 3 above;
- c. Reserve all rights or claims to damage for breach of any covenants of this Agreement;
- d. In case of default, the City reserves the right to complete the required work. The City may recover any actual excess costs from Company by deduction from an unpaid balance or any other remedies as provided by law.

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.

10. SUBCONTRACTORS: Company shall, within ten (10) days after the execution of this Agreement and before awarding any subcontract, furnish City with a list of proposed subcontractors, if any, and shall not employ any that City may object to for any reason. Company agrees that it is as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Company. Nothing contained in the Agreement shall create any contractual relations between any subcontractor and City.

11. RECORDS: Records of Company's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Company shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

12. INSURANCE:

12.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of the Company, the Company shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Company. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Company from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City of Maricopa, City of Chandler, City of Casa Grande and the Arizona Department of Transportation and their agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. The Company's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including

Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Company. The Company shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Company shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Company shall execute written agreement with the Subcontractor containing the indemnification provisions and insurance requirements (unless waived by City in City's sole discretion) set forth herein protecting the City and the Company. The Company shall be responsible for executing the agreement with the Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Company shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Company's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be the Company's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

- (a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
- (b) Auto Liability - Under ISO Form CA 2048 or equivalent.
- (c) Excess Liability - Follow Form to underlying insurance.

(2) The Company's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Company under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

12.2 Required Insurance Coverage.

a. Commercial General Liability. The Company shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$5,000,000 for each occurrence, \$5,000,000 Products and Completed Operations Annual Aggregate and a \$5,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. Coverage under the policy will be at least as broad as ISO policy forms CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. The Company shall maintain Automobile Liability insurance with a limit of \$5,000,000 each occurrence on the Company's owned, hired and non-owned vehicles assigned to or used in the performance of the Company's work or services under this Agreement.

c. Workers' Compensation Insurance. Company shall maintain Workers' Compensation insurance to cover any applicable obligations imposed by federal and state statutes having jurisdiction of Company's employees engaged in the performance of work or services under this Agreement.

13. RIGHT OF CITY TO CONTRACT WITH OTHERS: Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Company.

14. UNCONTROLLABLE FORCES: City and Company shall exert all efforts to

perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the public enemy, or other events beyond the control of the other or the other's employees and agents.

15. INDEMNIFICATION BY COMPANY: Company shall defend, indemnify, and hold City, its officers and employees harmless from any and all losses, damages, claims for damage, liability, expense, fines, decrees, judgments, and cost, including attorneys' fees, which arise out of, or is in any way connected with the performance or nonperformance of duties and obligations under this Agreement by Company, or any of Company's employees, agents or subcontractors, and from all claims by Company's employees, subcontractors and agents for compensation for services rendered to Company in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to any and all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Company or Company's employees, subcontractors or agents. This section shall survive the expiration or early termination of the Agreement.

16. INDEMNIFICATION BY CITY: City shall defend, indemnify, and hold Company, its officers and employees harmless from any and all loss, damage, fine, claim for damage, liability, expense, fine, decree, judgment, and cost, including attorneys' fees, which arise out of, or is in any way connected with the performance or nonperformance of duties and obligations under this Agreement by City, or any of City's employees, agents or subcontractors, and from all claims by City's employees, subcontractors and agents for compensation for services rendered to City in the performance of this Agreement, notwithstanding that Company may have benefited from their services. This indemnification provision shall apply to any and all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of City or City's employees, subcontractors or agents. This section shall survive the expiration or early termination of the Agreement.

17. WAIVER OF TERMS AND CONDITIONS: The failure of City or Company to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

18. INDEPENDENT CONTRACTOR: Company shall at all times during Company's performance of the services retain Company's status as independent contractor. Company's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Company.

19. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement

shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

20. ARBITRATION. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Company and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and Company shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between City and Company. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

21. LICENSE: Company represents and warrants that any license necessary to perform the work under this Agreement is current and valid. Company understands that the activity described herein constitutes "doing business in the City of Maricopa" and Company agrees to obtain a business tax license pursuant to Article 8-1 of the City of Maricopa's City Code and keep such license current during the term of this Agreement. Any activity by subcontractors within the corporate city limits, will invoke the same business tax regulations on any subcontractors, and Company ensures its subcontractors will obtain any required business tax license.

22. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of Company. Neither party to this Agreement shall assign its interest in the Agreement, either in whole or in part. Company shall not assign any monies due or to become due to it hereunder without the prior written consent of City.

23. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between City and Company and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and

supplementary.

24. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

25. CONFLICTS OF INTEREST: The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

26. AMERICANS WITH DISABILITIES ACT: This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 C.F.R. Parts 35 and 36. (Non-Discrimination: The Company shall comply with Executive Order 99-4, 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 Company 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.)

27. FEDERAL REGULATIONS: Non-federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Company acknowledges, by signature to this Agreement, that: Company is not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions; Company's principals are not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.

28. UNDOCUMENTED WORKERS: Company understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. § 41-4401, Company hereby warrants to the City that the Company and each of its subcontractors ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Company to penalties up to and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of any Company or Subcontractor employee who works on this Agreement to ensure that the Company or Subcontractor is complying with the Immigration Warranty. Company agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Company and any of subcontractors to ensure compliance with Immigration Warranty. Company agrees to assist the City in regard to any random verification performed.

Neither the Company nor any Subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this paragraph must be included in any contract the Company enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

29. NO KICK-BACK CERTIFICATION: Company warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has an interest, financially or otherwise, in the Company. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Company hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

COMPANY:

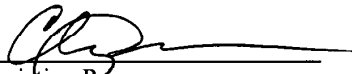
Total Transit, Inc., an Arizona corporation

By: 

Title: _____

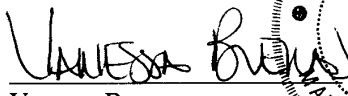
CITY OF MARICOPA

An Arizona municipal corporation


Christian Price

Mayor

ATTEST:


Vanessa Bueras
City Clerk



APPROVED AS TO FORM:

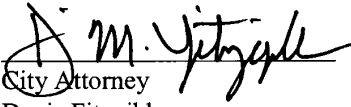

City Attorney
Denis Fitzgibbons

EXHIBIT A
REQUEST FOR PROPOSAL



39700 W. Civic Center Plaza
 Maricopa, AZ 85138
 Ph: 520.568.9098
 Fx: 520.568.9120
 www.maricopa-az.gov

**REQUEST FOR PROPOSALS
 City Transit Service
 RFP: 14TRA042114**

The City of Maricopa will accept competitive sealed proposals for City Transit Service 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 -14TRA042114 City Transit Service" 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:	June 11, 2014, 10:00 am City Hall
Proposal Due Date:	June 25, 2014
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:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138
Location:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138

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: _____
Company Name _____	Printed Name _____
Address _____	Title _____
City _____ State _____ Zip Code _____	Telephone: _____ Fax: _____

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INSTRUCTIONS TO OFFERORS

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, June 11, 2014, at 10:00 am, at the City of Maricopa, City Hall 39700 W. Civic Center Plaza, Maricopa, AZ 85138.
- 4. DUE DATE AND TIME:** Offerors must submit proposals to the City's Purchasing Manager or designee by 2:00:00 pm on June 25, 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).

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

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

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

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 E) for all of the proposals that your firm wishes to bid.

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 June 11, 2014 at 10:00 a.m. Arizona time, at the City of Maricopa City Hall, at 39700 W. Civic Center Plaza, Maricopa, AZ 85138, 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) (Attachment C)
Per FTA requirements, if you are a certified DBE and intend to operate 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. Acceptance of Federal Terms Form, signed (Attachment A)
- c. Buy American Form, if applicable, signed (Attachment B)
- d. Certificate regarding Lobbying form, signed (Attachment D)
- e. CDL, copies of front and back
- f. Organization chart and drivers list
- g. Provide a copy of the Contractor's standard operations and practices manual
- h. Certificates of training completed:
 - i. First-Aid for 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. § 35-392, the City is prohibited from purchasing for a company that is in violation of the Export Administration Act.
25. **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

(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
(See Attachment A)

**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:

(1) **Non Discrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying contract:

a. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 200e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities

undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b. **Age** – In accordance with section 40f of the Age Discrimination in Employee Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of person with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. **Disadvantage Business Enterprises (DBE) (see Attachment C):** This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantage Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantage Business Enterprise (DBE) is 10% and the Arizona Department of Transportation’s FFY 2008 Transit Goal is (insert) %. A separate contract goal has not been established for this procurement. If you are a DBE certified contractor, please fill out the certification attached stating your letter of intent to perform services as a DBE is applicable.

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 at the following link:
<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.

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 (see Attachment B):** 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 (see Attachment D):** 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.

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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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 Transit Service for the City of Maricopa (City), 39700 W. Civic Center Plaza, Maricopa, AZ 85138.

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 Transit Service required under this proposal consists of three types of service (1) Demand Response within the City of Maricopa, (2) Demand Response Regional Service to Chandler Regional Hospital and Casa Grande Regional Medical Center, and a 5 mile radius of each location, and (3) Fixed Route with $\frac{3}{4}$ Deviations. Transit services will be provided during regularly scheduled hours for each service area Monday through Friday, except eight (8) major holidays. All transit services are open to the general public, including minor children, teenagers, adults, the elderly, disabled and other disadvantaged individuals.

CONTRACT TERM

The contract term shall begin on 10/1/2014 through a scheduled completion date of September 30, 2015, with an option to renew for two (2) one (1) year terms, 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 Transit 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 Transit 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

There will be different service hours for each of the three types of transit service as shown below:

Demand Response Within City of Maricopa: Service will be provided from 9:00 am to 12:00 pm, and 1:00 pm to 5:00 pm, Monday, Wednesday and Friday. During the hour between 12:00 pm and 1:00 pm, the vehicle will not be in operation and the driver is expected to take his/her lunch.

Demand Response Regional Service to Chandler Regional Hospital and Casa Grande Regional Medical Center: Service will be provided from 9:00 am to 5:00 pm on Tuesday and Thursday. The expectation is that we will pick up riders in Maricopa from 9:00 am through 10:00 am and then transport 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 there. At approximately 2:30 pm the rider pickup will start, and they will be transported back to Maricopa for drop-off at their designated location. During the time when the bus is not in service, approximately from 12:00 pm to 2:30 pm, the driver will be able to take a lunch. All pre-inspections and post-inspections will occur before and after the hours of service.

Deviated Fixed Route: Service will be provided on a deviated fixed route basis from 7:00 am to 9:00 am, and from 3:00 pm to 5:00 pm Monday through Friday. On Tuesdays and Thursdays, in order to continue local service while the regional route is underway, the deviated fixed route will revert to demand response basis from 9:01 am to 2:59 pm. At 3:00 pm, it will again revert to deviated fixed route service.

Dispatch Service: There will need to be a dispatcher available from 6:00 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 provide demand response or deviated fixed service and promote the COMET system. These are usually on Saturdays and last approximately between four (4) and six (6) hours for each event. All events will be held within the City of Maricopa city limits or to surrounding communities. Any costs associated with these events are to be factored into the original proposal cost structure.

3) OPERATION

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.

Demand Response Regional Shuttle: Shall operate on 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.

Deviated Fixed Route: Shall operate primarily between fixed pickup points, within the designated area and with specific hours for operation, on a non-reservation basis. This service will deviate up to $\frac{3}{4}$ mile from the designated fixed route to pick up passengers who are unable to get to the pickup point.

Advance Reservations: Should be made at least 24 hours in advance of the needed pickup for addresses within $\frac{3}{4}$ mile of the fixed route.

Same Day: Reservations made for pickup the same day should be made within 40 minutes of the requested pickup time and will be honored only if time is allowed without causing a ten (10) minute or longer delay in the fixed route service.

Pickups at the fixed points and at the address given in the reservation shall be made within a ten (10) minute window, consisting of five (5) minutes before the scheduled pickup time and five (5) minutes after the scheduled pickup time. Fixed pickup points may change during the contract year to accommodate higher demand areas, but will all be located within Maricopa City Limits.

Deviated Fixed Route: Service will be provided on a deviated fixed route basis from 7:00 am to 9:00 am, and from 3:00 pm to 5:00 pm Monday through Friday. On Tuesdays and Thursdays, in order to continue local service while the regional route is underway, the deviated fixed route will revert to demand response basis from 9:01 am to 2:59m pm. At 3:00 pm, it will again revert to deviated fixed route service.

4) SERVICE PROVIDER'S RESPONSIBILITIES

- a. Provide supervision, technical, personnel, complete personnel training, and operating services necessary for the daily operation of a Transit 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, Deviated Fixed Route Service and Demand Response Regional Shuttle 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 Transit 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 Transit Service, management oversight, establish priorities for service delivery, perform ongoing planning and programming and establishing related policies for all activities related to the Transit 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 two (2) one (1) year terms. The cost proposal shall be on the form provided with this RFP.

7) ANNUAL HOURS OF OPERATION

There will be different service hours for each of the three types of transit service as shown below:

Demand Response within City of Maricopa: Service will be provided from 9:00 am to 12:00 pm, and 1:00 pm to 5:00 pm, Monday, Wednesday and Friday. During the hour between 12:00 pm

and 1:00 pm, the vehicle will not be in operation and the driver is expected to take his/her lunch.

Demand Response Regional Service to Chandler Regional Hospital and Casa Grande Regional Medical Center: Service will be provided from 9:00 am to 5:00 pm on Tuesday and Thursday. The expectation is that we will pick up riders in Maricopa from 9:00 am through 10:00 am and then transport 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 there. At approximately 2:30 pm the rider pickup will start, and they will be transported back to Maricopa for drop-off at their designated location. During the time when the bus is not in service, approximately from 12:00 pm to 2:30 pm, the driver will be able to take a lunch. All pre-inspections and post-inspections will occur before and after the hours of service.

Deviated Fixed Route: Service will be provided on a deviated fixed route non-reservation basis from 7:00 am to 9:00 am, and from 3:00 pm to 5:00 pm Monday through Friday. On Tuesdays and Thursdays, in order to continue local service while the regional route is underway, the deviated fixed route will revert to demand response basis with (reservation basis) from 9:01 am to 2:59 pm. At 3:00 pm, it will again revert to deviated fixed route service.

Dispatch Service: There will need to be a dispatcher available from 6:00 am to 4:00 pm, Monday through Friday. 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 provide service and help promote the COMET Program. These are usually on Saturdays and last approximately between four (4) and six (6) hours per event. . All events may be in Maricopa or to surrounding communities.

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 Transit 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 operates in three (3) separate service areas: City of Maricopa; City of Casa Grande and the City of Chandler. The current rates are service \$1.00 per trip within Maricopa and \$3.00 for round trip to Chandler or Casa Grande for Demand Response Service, and \$1.00 per trip within Maricopa for Deviated Fixed Route Service.

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. The method used to annotate passenger and fare counts on passenger manifests shall be coordinated with the City. 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 Transit Service operations invoices. ***Fares are subject to adjustment by the City.***

11) IN VEHICLE TIME

Service provider shall ensure for 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 three classifications: Advance Reservation, and Same Day Reservation Customers, and Customers Awaiting Pickup at a Designated Location with no reservation. 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 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 (1) 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 Manager. 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 Manager 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 Transit 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 Transit 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 Transit 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-toes 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 Transit services and service area of Transit.
 - 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 Transit 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 G). 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 Transit vehicles.
 - viii. No item longer than five (5) feet will be permitted on any of the Transit 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 during regular daily services.
 - xi. Drivers providing Transit 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.

Use of the transit vehicle driving directly to place of dining at lunch and directly returning to the next pickup at the end of the scheduled lunch hour is acceptable as it is more beneficial and economical than returning the transit vehicle to the fleet yard and driving the transit vehicle back to the transit route after lunch. There shall be no deviations from the direct route to and from the food establishment.

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 Transit Service, and will include the following monthly information:

- a. Vehicle service mileage
- b. Number of passengers boards and de-boarding, by stop
- c. Complaints and/or comments
- d. Number of passenger serviced 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.

- a. **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 text, 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.
- b. **Monthly Reports:**
The service provider will report the information on a monthly basis in EXCEL format.
- c. **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 Program Manager (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 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
- _____ Acceptance of Federal Terms Form, **Signed**
- _____ Letter of Intent to Perform as a DBE form (if applicable), **Signed**
- _____ Buy American form (if applicable), **Signed**
- _____ Lobbying Form, **Signed**
- _____ Substitute W -9 Form, completed and **Signed**
- _____ 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



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- _____ 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 (3) 7 passenger Braun Amerivans. 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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**EXHIBIT B
AMENDMENT/ADDENDUM
TO THE REQUEST FOR PROPOSAL**



39700 W Civic Center Plaza
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Ph: 520 568 9098
Fx: 520 568 9120
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SOLICITATION AMENDMENT No.1
RFP 14TRA042114
City Transit Services
Questions and Answers

An **original** signed copy of this amendment shall be received by the City of Maricopa Purchasing Office with your offer or prior to the Solicitation due date and time. This Solicitation is amended as follows:

1. Pre-Proposal Meeting Questions and Answers

A pre-proposal meeting was held on Wednesday, June 11, 2014 at the Maricopa City Hall at 10:00 am and the questions listed below were posed during the meeting or received via email prior to the meeting.

Please be sure to include a signed original of this Amendment Form with your submittal, indicating you have received the Q & A. Failure to include a signed original Amendment Form will result in your firm being deemed as non-responsive.

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.

Offeror hereby acknowledges receipt and understanding of the above amendment.		
<hr/>		
Signature	Date	
<hr/>		
Typed Name and Title		
<hr/>		
Company Name		
<hr/>		
Address		
<hr/>		
City	State	Zip

The above referenced Solicitation Amendment is hereby executed this seventeenth (17th) Day of June, 2014, at Maricopa, Arizona.

Patricia A. LaCombe
Patricia A. LaCombe, CPPB
Purchasing Manager
City of Maricopa, AZ

Amendment No. 1
RFP 14TRA042114 City Transit Service
Pre-Proposal Meeting
Questions and Answers

1Q – Is the pre-proposal meeting mandatory?

1A – No.

2Q – What is the expansion?

2A – Deviated route on Tuesday and Thursday – this will fill a hole for service between 9 am and 3 pm on Tuesdays and Thursdays.

3Q – Is the total fleet only 2 buses?

3A – Currently the City owns 2 Arboc buses. We will be bringing on line 3 ADA vans which will assist in handling the expansion.

4Q – Will there be hours off for lunch for the driver for the expanded service?

4A – Yes.

5Q – On the format for the price sheet, the expansion is not listed. Where do we put the cost of this?

5A – Add to an existing category.

6Q – How can the contractor be able to react to increases/decreases to service?

6A – We do not anticipate reductions in service unless there is a loss of funding, as might have been the case when the federal government was shut down in the absence of a spending bill in the fall of 2013. However, in the event of a loss of funding and a subsequent reduction in service, the contractor will be notified in writing by the city once we have received confirmation that 5311 funding will not be received. Any proposed increases in service will be coordinated with the contractor to ensure that the vendor is equipped, able and willing to provide the increase in service. We do not anticipate large increases in service (other than the expansion proposed for January 2015) until we submit a new 5311 application for the requisite funding to support the increase. This would likely result in a new RFP due to the material change in scope of work.

7Q – When is the expanded services expected to start?

7A – For the purpose of this RFP, targeted start date is 1/1/2015. The exact start date will depend on the delivery time for the new mini vans.

8Q – Is the billing based on service hours, trips or days?

8A – Billing is to be based on service days as defined in the RFP.

9Q – How will the billing of service be identified for budgeting and billing cycles?

9A – For the Bus Service and Dispatch service please assume 252 operating days (RFP, page 41).

10Q – What type of communication methods will be used?

10A – GPS and cell phone.

11Q – Must the Project Manager be located here in Maricopa and dedicated only to this contract?

11A – No, the Project Manager can be located in the valley and he/she does not have to solely dedicated to this contract.

12Q – Does the dispatch service have to be solely dedicated to this contract?

12A – No.

13Q – What is the call volume from clients per week?

13A – There is about 30 – 35 trips per week.

14Q – Will the city provide the parking area and if so where?

14A – Yes, it will be located in the Public Works Yard, 45138 W. Garvey Avenue, Maricopa, AZ

15Q – For the cleaning of the interior and exterior of the vehicles, will the city be responsible for this service?

15A – No, the contractor will be responsible.

16Q – Is there a professional wash station for washing the vehicles and will be city provide the chemicals?

16A – There is a wash area located at the Public Works yard that can be utilized. The city will not provide the chemicals.

17Q – Are any ex-city employees working for the current contractor?

17A – No.

18Q – What kind of fare boxes are currently being used on the vehicles?

18A – Manual fare boxes with drop.

19Q – Is the contractor expected to count the fares?

19A – No, the driver is to deliver the fare boxes to the city staff at City Hall front counter.

20Q – Why is substance abuse broken out as a separate item in the RFP?

20A – This is a federally fund project and therefore, we have to follow the requirement of ADOT in the formatting of the RFP.

21Q – Will the parking facility change?

21A – Yes once the new Public Works yard is finished.

22Q – What is the address of the current Public Works yard?

22A – Maricopa Public Work, 45138 W. Garvey Avenue, Maricopa, AZ

23Q – How many drivers on current contract?

23A – We anticipate 1 permanent full time driver and 1 substitute driver

24Q – How many drivers will be needed under expansion?

24A – This would be the contractor’s decision, but we anticipate 1 full time driver, 2 part time drivers, and 3 substitute drivers.

25Q – How long has the incumbent contractor been doing the service?

25A – They have been under the current contract for 1 year plus the previous contract cycle of 2 years.

26Q – Why is the contract for only 1 year?

26A – The City has been in the process of finding the correct fit for the citizens, which requires a constant evolving of the services. A one (1) year contract provides the City with the flexibility to address these requirements.

27Q – What is the average length of a trip – miles and/or time?

27A – The average length of a trip is 6.89 miles (based on May 2014 data, 324 weekly miles/47 trips = 6.89

28Q – What’s driving the expansion?

28A – There has been requests to expand due to CAC (Central AZ College), the opening of Copper Sky Regional Complex, and the Pinal County Public Health facility.

29Q – Which vehicles would be on the road on a daily basis?

29A – It depends on how transit demand proves to be for the different routes. We anticipate using the minivans for daily demand response and using the Arboc buses for the regional routes and deviated fixed routes.

30Q – Could you give me any information on how many trips to expect to provide?

30A – Estimate 7k – 8k trips on an annual basis.

EXHIBIT C
COMPANY'S RESPONSE

TotalTransit

City of Maricopa



Request for Proposal 14TRA042114

City Transit Service

June 23, 2014

Original



TotalTransit

June 23, 2014

Ms. Pattie Lacombe
Purchasing Manager
39700 W. Civic Center Plaza
Maricopa, AZ 85138

Re: RFP: 14TRA042114 –City Transit Service

Dear Ms. LaCombe,

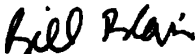
Enclosed is Total Transit/Valutrans' bid to continue providing City Transit Services for the City of Maricopa. We are aware that City Transit Service is an important part of the services the City of Maricopa offers its citizens and we know how important it is to the City of Maricopa that this service is provided in an exemplary fashion. You can feel confident and assured with Total Transit – we have 30 years of experience operating a transportation business right here in Arizona. We provide Dial-A-Ride, shuttle, taxi, fixed and flex route transit and non-emergency medical transportation services at the rate of 2.5 million trips every year. We are recognized as a leader in the industry, having been chosen as the 2009 TLPA Large Fleet Operator of the Year by the Taxi, Limousine and Paratransit Association (TLPA). We separate ourselves even further from the competition by extending our transportation solutions to three lines of business – private, public and transportation management. We truly are setting the benchmark for other companies to follow!

You will find our pricing to be very competitive and includes a fully integrated, passenger focused delivery system, local transportation experience, the full services of our 24/7/365 Customer Solutions Center in Glendale and free consulting services to help you cut costs and enhance services. We are ready to continue providing our industry- leading performance excellence to you and are committed to continue servicing the City of Maricopa in an exemplary fashion.

Thank you for the opportunity to submit this bid. Should you have any questions about our response, please contact Chris R. S. Hager at 602-200-2065 or by email at chager@totaltransit.com.

We look forward to the opportunity to discuss our proposal with you.

Sincerely,



Bill Blair
Director of Operations

OFFICE 602.200.5500 | FAX 602.200.5505 | ADDRESS 4600 W. Camelback Road, Glendale, AZ 85301-7609

www.TotalTransit.com



Total Transit

Executive Summary

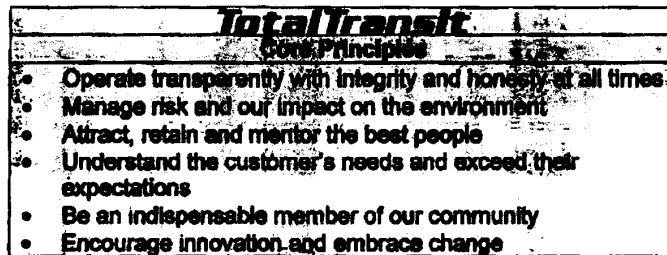
The City of Maricopa takes pride in providing safe, comfortable and reliable service to your Demand Response/Deviated Fixed Route passengers. We can see this commitment in the requirements set forth in this RFP. Total Transit feels like we are the perfect partner to continue giving your Demand Response passengers exemplary service.

Our 30 years of experience in the transportation business right here in Arizona has taught us a lot about the transportation industry and how best to serve every passenger – Dial-A-Ride, taxi, fixed route, public transit, flex route commuter, shuttle or non-emergency medical transportation.

Our winning formula is something that we've painstakingly developed over decades. We would welcome the opportunity to continue serving the City of Maricopa. Some key highlights are:

- Current experience providing service to the City of Maricopa
- A full understanding of your market
- Free consulting services
- A passenger focused approach to service delivery
- Continuous investment in driver training
- Dispatch center that is available 24/7/365
- Bilingual services

The City of Maricopa is working to make a difference for Demand Response passengers. Total Transit's Core Principles speak of our desire to make a difference also – a difference that will be obvious to City of Maricopa passengers.



Total Transit, founded in March of 1984, has grown into one of the premier transportation companies in the country. In fact, the Taxi, Limousine and Paratransit Association (TLPA) recognized Total Transit as the 2009 TLPA Large Fleet Operator of the Year. We point out this award not to brag, but to provide additional evidence that we are indeed well qualified to meet and exceed your needs and expectations.

We stand ready and hopeful that the City of Maricopa will continue allowing us to bring our 30 years of experience to partner with you in providing every passenger with timely, efficient and professional service in a clean vehicle driven by a courteous driver committed to the overall positive experience of each passenger.

The City of Maricopa and Total Transit – A Winning Team!

**City of Maricopa – City Transit Services
RFP/Solicitation # 14TRA042114**

Total Transit

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**City of Maricopa
Demand Response Proposal
RFP: 14TRA042114**

1 – Offer Sheet

This document is located after the Cover Letter and Executive Summary.



39700 W. Civic Center Plaza
 Maricopa, AZ 85138
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 www.maricopa-az.gov

REQUEST FOR PROPOSALS
City Transit Service
RFP: 14TRA042114

INTRODUCTION

The City of Maricopa will accept competitive sealed proposals for City Transit Service 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 -14TRA042114 City Transit Service" 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:	June 11, 2014, 10:00 am City Hall
Proposal Due Date:	June 25, 2014
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:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138
Location:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138

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: <u>Chris Hager</u>	Email: <u>chager@totaltransit.com</u>
Federal Employer Identification Number: _____	Authorizing Offeror Signature: <u>Bill Blair</u>
<u>Total Transit/VacuTrans</u> Company Name	<u>Bill Blair</u> Printed Name
<u>4600 W Camelback Rd</u> Address	<u>Director of Operations</u> Title
<u>Glendale AZ 85301</u> City State Zip Code	Telephone: <u>602 200 5501 x 1012</u> Fax: <u>602 200 5505</u>

TotalTransit

Letter of Transmittal

Total Transit/ValuTrans is extremely well qualified to help the City of Maricopa achieve its objectives, since we provide this service today. We understand the scope of work for this Request for Proposal and are ready to fulfill each requirement

We will operate City-supplied buses and vans for the pick-up and delivery of your passengers as per the schedule provided in the RFP; supply bus operators who are trained as required by the RFP; perform drug and alcohol testing as defined by the FTA; supply daily supervision of operators and dispatchers; provide dispatch services using our existing dispatch location; implement and sustain a driver training, customer service and safety program; collect, record, prepare and submit financial and non-financial information as required on a monthly basis; deliver the fare box to the City at the end of each shift; report passengers that repeatedly do not have money to pay fare; provide uniforms to drivers; provide daily interior and weekly exterior cleaning of vehicles at a local car wash; fuel vehicles with a City of Maricopa fuel card at designated locations; perform daily safety and vehicle inspections prior to beginning the daily route; maintain insurance as described in the RFP; participate in community events as requested; and assist the City in public relations and promotional activities as requested.

Total Transit/ValuTrans offers additional services to enhance the City of Maricopa's ability to provide complete passenger satisfaction. These additional services include a fully integrated, passenger focused delivery system, local transit experience and a full understanding of your market, and free consulting services to improve and enhance service while cutting costs.

The following are authorized to make representations on behalf of Total Transit/ValuTrans/:

**Chris R.S. Hager – Public Transportation General Manager
4600 W. Camelback Rd., Glendale, AZ 85301
602-200-2065 (Phone) 602-200-5505 (Fax)
chager@totaltransit.com**

**Bill Blair, Director of Operations
4600 W. Camelback Rd., Glendale, AZ 85301
602-200-5500 (Phone) 602-200-5505 (Fax)
bblair@totaltransit.com**

Bill Blair, Director of Operations, is authorized to bind Total Transit/ValuTrans to a contract with the City.

Total Transit

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Table of Contents

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Your firm is in what primary line of business?.....	4
Does your firm have at least one office located in the State of Arizona?.....	5
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.	5
Organizational Chart.....	5
Provide documentation that the Offeror is licensed under the applicable laws of the State of Arizona.....	6
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Total Transit

4. Firm Overview and Management Structure

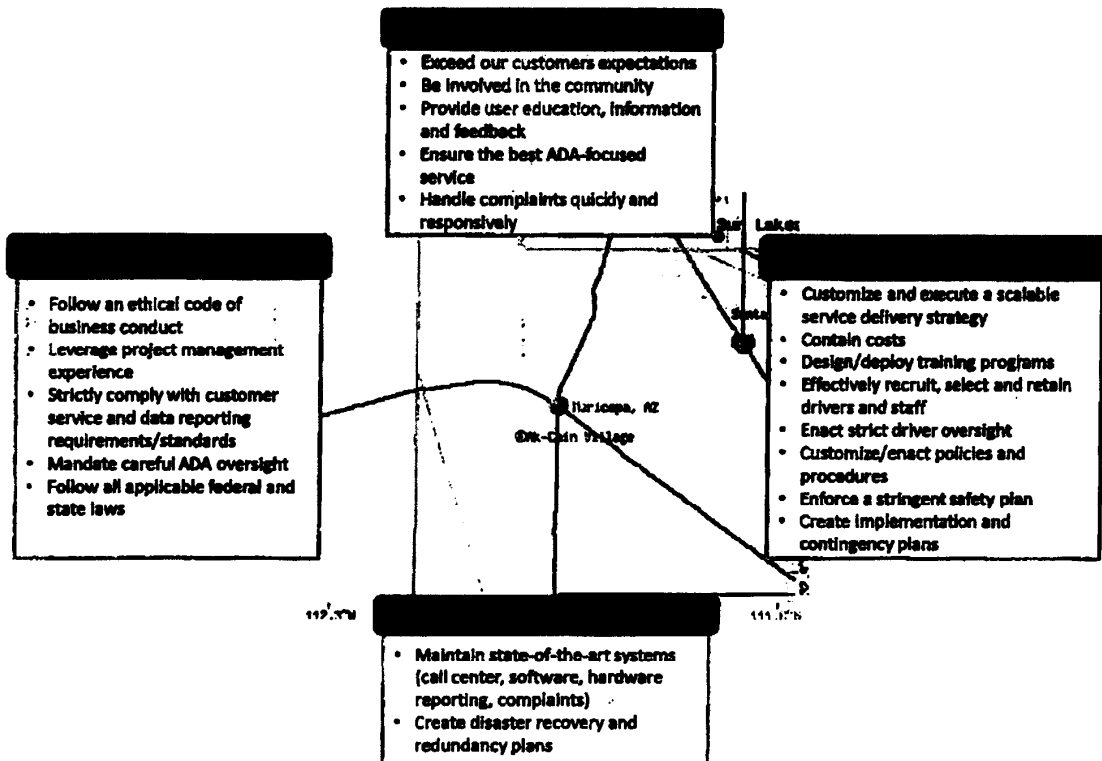
Your firm is in what primary line of business?

Total Transit/ValuTrans is a transportation management company. Our three lines of business are:

- Public Transportation – Fixed and flex route, express, dial-a-ride and other transit related services for private and public entities as well as transit authorities
- Private Transportation – Discount Cab – over 1000 vehicles serving east and west Maricopa County and Tucson completing an average of 12,000 trips per day
- Transportation Management – Full service transportation management services for state agencies, managed care organizations, transit authorities and social service agencies

Relative to this proposal, Total Transit/ValuTrans is the perfect partner to provide demand-response/Deviated Fixed and transportation management that will deliver so much more than just a ride on a bus.

The following chart illustrates our approach to total transportation management focused on customers, administration, technology and operations.



TotalTransit

Does your firm have at least one office located in the State of Arizona?

Total Transit/ValuTrans is based in Glendale, Arizona with additional locations in Mesa and Tucson.

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.

Total Transit/ValuTrans is an Arizona corporation. The owners are Craig and Chris Hughes. Total Transit/ValuTrans has been in business for 30 years, starting out as a 16-cab operation growing to the multi-faceted transportation company detailed in question 4.a.

Our complete organization chart is in **Appendix 4**. We are led by Founder and CEO Craig Hughes and a Board of Directors with managers reporting to them. The major departments within Total Transit/ValuTrans encompass:

- Operations
- Finance
- Contractor Leasing Services
- Full-service Customer Solutions Center for call intake and dispatch
- Shop capable of all vehicle maintenance except painting
- Human Resources
- Contractor Recruiting and Development
- Business Development
- Risk Management
- Safety and Security Management
- Fleet Services
- Information Technology

In support of the City of Maricopa, the services covered by the RFP would be under our Public Transportation Division. The following people will have lead roles in providing Dial-A-Ride services for the City of Maricopa.

- Chris R.S. Hager – Public Transportation General Manager
- Adel Shleef – Trainer/Sr. Operations Supervisor
- Tom Rice - Customer Solutions Center – call center/dispatch

Organizational Chart

An organizational chart is provided in **Appendix 4**. The positions related to this proposal are highlighted in blue.

TotalTransit

Provide documentation that the Offeror is licensed under the applicable laws of the State of Arizona.

Total Transit/ValuTrans operating license is in Appendix 1.

5. Disclosures of Conflict of Interest

Total Transit/ValuTrans has no conflicts of interest as described in the Statute referenced above.

6 Experience

Total Transit/ValuTrans currently operates the City of Maricopa Demand Response Transportation Program for the City Of Maricopa, which is a Dial-A-Ride (door-to-door) service for the general public. This service requires compliance with ADA guidelines and FTA requirements. This program provides ADA trained drivers, day-to-day management, program oversight, administration, NTD reporting and dispatch services utilizing our 24/7/365 state-of-the-art computerized call center.

Total Transit/ValuTrans operates the Maricopa County Demand Response Transportation Program for Valley Metro/RPTA, which is a Dial-A-Ride (door-to-door) service for seniors and ADA passengers in the Sun City/West Valley area. This service requires compliance with ADA guidelines and FTA requirements. This program provides ADA trained drivers, day-to-day management, program oversight, administration, NTD reporting and dispatch services utilizing our 24/7/365 state-of-the-art computerized call center.

Technical Capacity Operations

Total Transit/ValuTrans understands the scope of work to be as follows: We will operate City-supplied vans and buses for the pick-up and delivery of passengers as per the schedule provided in the RFP; supply bus operators who are trained as required by the RFP; perform drug and alcohol testing as defined by the FTA; supply daily supervision of operators and dispatchers; provide dispatch services using our existing dispatch location; implement and sustain a driver training, customer service and safety program; collect, record, prepare and submit financial and non-financial information as required on a monthly basis; deliver the fare box to the City at the end of each shift; report passengers that repeatedly do not have money to pay fare; provide uniforms to drivers; provide daily interior and weekly exterior cleaning of vehicles at the City facility; fuel vehicles with a City of Maricopa fuel card at designated locations; perform daily safety and vehicle inspections prior to beginning the daily route; maintain insurance as described in the RFP; participate in community events as requested; and assist the City in public relations and promotional activities as requested.

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Total Transit/ValuTrans offers **additional services** to enhance the City of Maricopa's ability to provide complete passenger satisfaction. These additional services include a fully integrated, passenger focused delivery system, local transit experience and a full understanding of your market, and free consulting services to improve and enhance service while cutting costs.

We understand that a critical component of these services for the City of Maricopa is the call center. Without dependability in receiving calls and dispatching trips, the whole program fails. The City of Maricopa can feel completely confident with Total Transit/ValuTrans' Customer Solutions Center. We have one of the largest dispatch centers in the nation dispatching an average of 12,000 calls per day from our state-of-the-art facility in Glendale, Arizona. Over 100 Customer Service Agents and support staff work around the clock, 24/7/365, to ensure your passengers receive courteous, prompt and efficient call response and trip dispatch.

Your passengers deserve a safe, courteous driver every time they ride on a City of Maricopa bus. Total Transit/ValuTrans is fully committed to seeing that every driver we provide meets your expectations. We will continue to use the current driver for this contract and will provide back-up drivers, as needed, from our current pool of bus drivers used for our express and fixed route buses. We have a stringent drug and alcohol policy that complies with DOT/FTA requirements.

Every employee undergoes a 5-panel drug and alcohol screening before hire and randomly thereafter or upon reasonable suspicion. Our drug and alcohol policy is included in **Appendix 2**.

In order to ensure that our drivers are the safest possible, we have a number of qualifications they must meet for this contract including:

- Possess a current valid commercial driver's license with no restrictions other than corrective lenses
- Have no limitation or restrictions that would interfere with safe driving, including but not limited to, medical conditions, ignition interlock restriction or prescribed medication that would interfere with the safe, lawful operation of a motor vehicle
- Pass an initial 5-panel drug screening
- Pass a Department of Criminal Investigation (DCI) background check
- Pass a child and dependent adult abuse background check
- Not be identified on the Office of Inspector General (OIG) Excluded Parties List System (EPLS)
- Be trained in the use of ADA access equipment
- Use passenger restraint devices as required by law
- Provide assistance to passengers, as needed or requested, particularly for passengers with mobility impairments requiring assistance in boarding, de-boarding or securing a mobility device
- Not smoke while in the vehicle or while transporting members

TotalTransit

- Not transport members while under the influence of alcohol or any drug that impairs the ability to drive safely
- Not provide transportation if they have an illness that could pose a threat to the health and well-being of the member
- Submit to random drug and alcohol screenings

Total Transit/ValuTrans is committed to community outreach as means to ensure the success of the City of Maricopa's program. We propose the creation of an advisory committee of City of Maricopa employees and passengers meeting quarterly to discuss this program. We propose the creation of a "champion's" group of community leaders, who will meet with us on a quarterly basis to receive updates on the program, provide input and be encouraged to provide their continued support.

The City of Maricopa conducts several public events throughout the year that provide the opportunity to reach out to the community and introduce them to the City of Maricopa's transportation service. We at Total Transit/ValuTrans totally embrace and support community outreach activities. As we have been doing during the current contract, we will provide staff to assist in showcasing City of Maricopa vehicles, as well as distributing brochures, comment cards, performance/satisfaction surveys and other material as requested by the City.

Technical Capacity – Administration

Although our goal is to provide excellent service every time, we understand that issues do occasionally arise, and we have created a thorough complaint-handling process to ensure we recover effectively from any service related issue. Our proprietary, fully automated mobility management system is used to collect any new complaints, launch and manage the investigation and provide complete reporting. The investigation process consists of a customer interview, driver interview and police report review when available. A corrective action is determined, as necessary, executed, and communicated to the City of Maricopa.

Safety Program

We have a rigorous drug and alcohol policy which is provided in **Appendix 2**.

All drivers receive extensive safety training as described in the next section. Our safety and training materials are both video and written material. The video material as well as the volume of written material makes it impractical to provide with the proposal. However, we are happy to offer access to our training program, including attendance at our three-day classroom training, to the City of Maricopa upon request.

Total Transit/ValuTrans' Safety and Security Plan is included as **Appendix 5**.

Employee Training

Total Transit

The assurance of excellent customer service for your valued passengers is the result of qualified and well-trained Total Transit/ValuTrans employees. Training is provided as part of on-going training scheduled at our Corporate Offices in Glendale. Each driver receives comprehensive training including classroom and behind-the-wheel instruction. This training includes vehicle, equipment, operating area, operating procedures, ADA Sensitivity, safety and customer service training. Our Customer Service Agents are also well trained, receiving six weeks of training upon hire and on-going yearly and "as needed" training including initial and yearly ADA sensitivity, HIPAA and customer service training. You can know, without a doubt, that every employee that interacts with your passengers in any way is fully trained both in the technical and customer services aspects of their job. **Appendix 3** contains both Driver and Customer Service Agent training material.

In addition to the training outlined in **Appendix 3**, each driver will receive Passenger Service and Safety (PASS) training. This training will further ensure a safe and customer-sensitive experience for your passengers.

Operating Policy and Procedures

Total Transit/ValuTrans's Operating Policy and Procedure for our current operation with the City of Maricopa is included in **Appendix 6**.

Route/Scheduling Flexibility

We operate the routes within the guideline provided by the City of Maricopa.

Bus Breakdown Response Plan

Total Transit/ValuTrans in consultation with the City of Maricopa, developed an operation policy related to bus breakdowns. That policy is included in **Appendix 6**.

Insurance

Total Transit/ValuTrans will maintain required insurance.

7. Substitute W9 Form

This form can be found along with the other forms containing signatures behind the Executive Summary. (**Attachment F**).

8. Bonds – Not applicable

9. Amendment of proposal

Solicitation Amendment No. 1 - Signed



3450 W. Civic Center Plaza
Mesa, AZ 85138
Ph: 520 568 9088
F: 520 568 9120
www.maricopa.gov

SOLICITATION AMENDMENT No.1
RFP 14TRA042114
City Transit Services
Questions and Answers

An **original** signed copy of this amendment shall be received by the City of Maricopa Purchasing Office with your offer or prior to the Solicitation due date and time. This Solicitation is amended as follows:

1. Pre-Proposal Meeting Questions and Answers

A pre-proposal meeting was held on Wednesday, June 11, 2014 at the Maricopa City Hall at 10:00 am and the questions listed below were posed during the meeting or received via email prior to the meeting.

Please be sure to include a signed original of this Amendment Form with your submittal, indicating you have received the Q & A. Failure to include a signed original Amendment Form will result in your firm being deemed as non-responsive.

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.

Offeror hereby acknowledges receipt and understanding of the above amendment.		The above referenced Solicitation Amendment is hereby executed this seventeenth (17 th) Day of June, 2014, at Maricopa, Arizona.
<u>Bill Blair</u>	<u>6-24-14</u>	
Signature	Date	
<u>Bill Blair Director of Operations</u>		
Typed Name and Title		
<u>Total Transit/WalkTrans</u>		
Company Name		
<u>4600 W Camelback Road</u>		
Address		
<u>Guan</u>	<u>AZ</u>	<u>85301</u>
City	State	Zip
<u>Patricia A. LaCombe</u>		Patricia A. LaCombe, CPPB Purchasing Manager City of Maricopa, AZ

TotalTransit

10. References

Scott Wisner
Business Services Delivery Manager
Valley Metro/RPTA
101 N. 1st Ave. Suite 1100
Phoenix, AZ 85003
480-858-7775
Fixed Route services-Express services, Dial-A-Ride Sun City/West Valley since 2006,
East Valley Dial-A Ride since 2011;

Kristen Sexton
Transit Coordinator
City of Avondale
11465 W. Civic Center Dr.
Avondale, AZ 85323
623-333-1030
Circulator service since July 2011

James McGinnis
Transit Planner RTA-PAG
Regional Transportation Authority
1 E. Broadway Blvd. Suite # 401
Tucson, AZ 85701
520-792-01093
Fixed Route and Dial-A-Ride Services

David Kohlbeck
Assistant Director Internal Services
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374
623-222-6025
Door-to-door Dial-A-Ride (paratransit) services

11. Price Proposal

Please see attachment E

12. Qualifications, Experience and Competence

Total Transit/ValuTrans is a transportation management company. Our three lines of business are:

Total Transit

- **Public Transportation – Fixed and flex route, express, dial-a-ride and other transit related services for private and public entities as well as transit authorities**
- **Private Transportation – Discount Cab – over 1,000 vehicles serving east and west Maricopa County and Tucson completing an average of 12,000 trips per day**
- **Transportation Management – Full service transportation management services for state agencies, managed care organizations, transit authorities and social service agencies**

Total Transit operates the East Valley Dial-A-Ride Program for Valley Metro/RPTA, which is a Dial-A-Ride (door-to-door) service for seniors and ADA passengers in the East Valley area. This service requires compliance with ADA guidelines and FTA requirements. This program provides ADA trained drivers, day-to-day management, program oversight, administration, NTD reporting and dispatch services utilizing our 24/7/365 state-of-the-art computerized call center.

Total Transit/ValuTrans operated Route 660 from July 2006 – October 2011 when funding was removed due to low ridership. The Wickenburg Connector was a rural flex route service between Wickenburg and the Arrowhead Towne Center in Glendale serving Wickenburg, Surprise and Glendale with stops in Circle City, Wittmann, Morristown and Sun City. We were responsible for all facets of services including administrative, personnel, operation, ADA compliance, trip scheduling and maintenance of equipment. We were also responsible for providing the maintenance and storage facility to meet the needs of the service.

Total Transit/ValuTrans operates fixed routes, express routes and shuttle services for Valley Metro/RPTA, This service requires compliance with ADA guidelines and FTA requirements.

Total Transit/ValuTrans operates the Maricopa County Demand Transportation Program for Valley Metro/RPTA, which is a Dial-A-Ride (door-to-door) service for seniors and ADA passengers in the Sun City/West Valley area. This service requires compliance with ADA guidelines and FTA requirements. This program provides ADA trained drivers, day-to day management, program oversight, administration, NTD reporting and dispatch services utilizing our 24/7/365 state-of-the-art computerized call center.

As you can see from our experience and dedication, Total Transit/ValuTrans is the perfect partner to continue providing City Transit Services and transportation management that will deliver so much more than just a ride on a bus.

13. Pre-Submittal Meeting

Attended by Chris R.S. Hager

Total Transit

14. Additional Required Documents

- Attachment A - Acceptance of Federal Terms Form, signed**
- Attachment B - Buy American Form, signed**
- Attachment C - ADOT/DBE certificate, not applicable**
- Attachment D - Certificate Regarding Lobbying, signed**
- Attachment E - Price Sheets**
- Attachment F - W-9, signed**
- Attachment G - Vehicle Inspection Report**
- Appendix 1 - Operating License**
- Appendix 2 - DOT Drug & Alcohol Policy Employees**
- Appendix 3 - Employee Training**
- Appendix 4 - Organizational Chart, Drivers List, CDL Copies of Front and Back**
- Appendix 5 - Total Transit Safety & Security Plan 2014**
- Appendix 6 - City of Maricopa Policies & Procedures Rev July 2013**

Total Transit

Total Transit



3700 W. Civic Center Plaza
Maricopa, AZ 85138
Ph: 520.568.9098
Ex: 520.568.9120
www.maricopa-az.gov

Attachment B

BUY AMERICAN
(Only if over \$100,000)

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date: 6-24-14

Signature: *Reed Khan*

Company Name: Total Transit/ValuTrans

Title: Director of Operations

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 662.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Total Transit



39700 W Civic Center Plaza
 Maricopa, AZ 85138
 Ph: 520.568.9098
 Fx: 520.568.9120
 www.maricopa-az.gov

Attachment C

LETTER OF INTENT TO PERFORM AS A DBE
 (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:

_____ Total Transit/ValuTrans does not intend to operate as a DBE.

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 and Title)

Total Transit



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Maricopa, AZ 85138
Ph: 520.568.9098
Fax: 520.568.9120
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Attachment D

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

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.

Bill Blair
 Signature/Authorized Certifying Official

Total Transit/ValuTrans
 Applicant/Organization

Bill Blair, Director Of Operations
 Typed Name and Title

6-24-14
 Date Signed

[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.

Total Transit

ATTACHMENT E

PRICE SHEET

2014 – 2015 BUDGET	
SUBSTANCE ABUSE PROGRAM	
Collection Site	\$
Medical Review Officer	\$
Laboratory Testing	\$ 400
Related Travel	\$
OPERATING BUDGET	
Driver/Dispatcher Salaries	\$ 53,899
Fringe Benefits	\$ 14,127
Uniform Purchase	\$ 1,000
Cell Phone Service	\$ 1,440
Operating Supplies	\$ 122,134

Total Bid: \$ 193,000

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

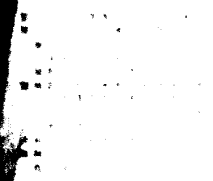
PRICE SHEET

2015 – 2016 BUDGET	
SUBSTANCE ABUSE PROGRAM	
Collection Site	\$
Medical Review Officer	\$
Laboratory Testing	\$ 500
Related Travel	\$
OPERATING BUDGET	
Driver/Dispatcher Salaries	\$ 68,870
Fringe Benefits	\$ 16,011
Uniform Purchase	\$ 1,000
Cell Phone Service	\$ 1,440
Operating Supplies	\$ 146,179

Total Bid: \$ 234,000

Note: 2016-2017 pricing sheet is available upon request

Total Transit



SUBSTITUTE W-9 FORM

ATTACHMENT F

PART I: Company Information:

1. Name (as shown on Income Tax Return): Total Transit Inc
2. Business Name (if different than above): _____
3. DUNS #: 18-2594960
4. Federal employer identification number (or SSN): 86-0434495
5. Type of organization (check one):

<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Limited Liability Company*
<input checked="" type="checkbox"/> Corporation	*Choose the tax classification
<input type="checkbox"/> Partnership	<input type="checkbox"/> Disregarded Entity
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Partnership
6. Order Address:

<u>4600 W Camelback Rd</u>	<u>AZ</u>	<u>85301</u>
<small>(Order address)</small>	<small>(City)</small>	<small>(State)</small> <small>(Zip code)</small>
7. Remittance address (if different than above):

<u> </u>	<u> </u>	<u> </u>	<u> </u>
<small>(Remittance address)</small>	<small>(City)</small>	<small>(State)</small>	<small>(Zip code)</small>
8. Contact person for bid invitations: Bill Blair
9. Phone Number: 602 200 5500 Fax Number: 602 200 5505
10. Email address of contact person: bblair@totaltransit.com
11. Applicant is a (check one):

<input type="checkbox"/> Factory Representative	<input type="checkbox"/> Jobber
<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Authorized distributor
<input type="checkbox"/> Retail dealer	<input type="checkbox"/> Contractor
<input type="checkbox"/> Consultant	<input checked="" type="checkbox"/> Other: <u>Transportation service provider</u>
12. Indicate if the business is registered as a minority or woman-owned company.

<input type="checkbox"/> Minority-owned	<input type="checkbox"/> Woman-owned	<input checked="" type="checkbox"/> Not Applicable
---	--------------------------------------	--
13. How long has the company been in business? 30 years
14. Does applicant currently hold a valid business license issued by the City of Maricopa?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
------------------------------	--

PART II: COMMODITY OR SERVICE DESCRIPTION

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



39700 W. Civic Center Plaza
Maricopa, AZ 85138
Ph: 520.568.9098
Fax: 520.568.9120
www.maricopa-az.gov

Transportation

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 checked="" 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."

Bill Blair
Name (Please print)

Bill Blair
Signature

Director of Operations
Title (Please print)

6-24-14
Date

Total Transit



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 Maricopa, AZ 85138
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 Ex: 520.568.9120
 www.maricopa-az.gov

Total Transit/ValuTrans will comply with the requirements in the RFP for Vehicle Inspections

ATTACHMENT G

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	



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		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	

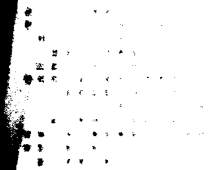
I have checked the above items and found them as noted:

Driver's Signature: _____ **Date:** _____

Mechanic's Signature: _____ **Date:** _____

Fleet Manager's Signature: _____ **Date:** _____

Total Transit



VALID UNTIL REVOKED
OR UNTIL EXPIRES

CITY OF GLENDALE
TAX & LICENSE DIVISION, GLENDALE, AZ 85301

NOT TRANSFERABLE

BUSINESS NAME / LOCATION ADDRESS

VALUTRANS HOLDINGS LLC
4800 W CAMELBACK RD
GLENDALE AZ 85301

ISSUED: January 01, 2014
EXPIRES: December 31, 2014
LICENSE NO: 200005769
Business Class(es):
TYPE: Business/Occupational License

RECEIVED
JAN 13 2014

BY:-----

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE

(DETACH UPPER SECTION AND POST IN A CONSPICUOUS PLACE)

The business or firm listed is hereby licensed to conduct business at the mentioned location upon the condition tax returns are filed and taxes remitted to the City of Glendale as required under the provisions of the City Code.

Thank you for doing business in the City of Glendale! The City is an exciting place to locate your business, and we hope it is a pleasant and prosperous experience for you. Please let us know how we can assist you. Potentially helpful local resources available to your business:

Tax and License Information: <http://www.glendaleaz.com/taxandlicense>
Email address: taxlic@glendaleaz.com Telephone: (623) 930-3190
Fax: (623) 930-2186 TTY: (623) 930-2197

Community and Economic Development Department Information: <http://www.glendaleaz.com/CommunityEconomicDevelopment>
Telephone: (623) 930-2983

Glendale Chamber of Commerce Information: <http://www.glendaleazchamber.org>
Telephone: (623) 937-4754



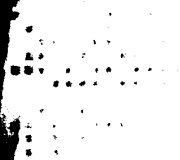
CITY OF GLENDALE
Tax & License Division
5850 West Glendale Ave.
Glendale, AZ 85301-2563

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VALUTRANS HOLDINGS LLC
4800 W CAMELBACK RD
GLENDALE AZ 85301-7809

TotalTransit



Total Transit

Appendix 2

Drug and Alcohol Testing Policy

Topic: Summary Statement - Employees

Effective Date: November 1, 2010—Revised: May 2013

Policy: Total Transit, Inc. ("Total Transit" or "Company") - and all its related lines of business, provides public transit and private transportation services. The Management of Total Transit adopted Drug and Alcohol Policies to ensure:

- these services are provided safely, efficiently and effectively in a drug- and alcohol-free environment;
- Total Transit remains free from the effects of drug and alcohol abuse or misuse; and
- the health and safety of employees and the general public is promoted.

Therefore, Total Transit, Inc. declares the unlawful manufacturing, distributing, dispensing, possessing or using of controlled substances or the misuse of alcohol is prohibited for all employees.

Additionally, these policies establish guidelines and procedures for the company to comply with Federal and State regulations, including the Drug-Free Workplace Act of 1988, the Omnibus Transportation Employee Testing Act of 1991, A.R.S. §23-493, et. seq. as well as the U.S. Dept. of Transportation 49 CFR Part 655 and Part 40, all as they may be amended.

Availability: A complete copy of Total Transit's Drug and Alcohol Testing policy is available for employees' review in the Human Resources and Area Safety Managers offices. Copies of 49 CFR Part 655 and Part 40 and A.R.S. §23-493, et. seq. are also available in the Human Resources and Area Safety Managers office.

Scope: This Drug and Alcohol Testing Policy applies to all covered employees in safety-sensitive positions (full- or part-time & on-call) as defined in Part 655, as amended, when performing safety-sensitive functions.

1. **Safety-Sensitive Function** means:
 - a) Operation of a mass transit or public service vehicle ("revenue service vehicle"), in or out of revenue service; or
 - b) Operation of a non-revenue vehicle requiring a CDL; or
 - c) Maintenance (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service; or
 - d) Dispatching or controlling the movement of revenue service vehicles.
2. A list of safety-sensitive positions wherein one or more of the above-mentioned duties is performed is provided in Appendix A.
3. Supervisors, Managers and other employees are covered individuals only if they perform one of the above functions. Volunteers are considered covered individuals and subject to testing, if they

Total Transit

are required to hold a CDL to perform their duties or if they receive remuneration for their services in excess of actual expenses.

Contacts: Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the appropriate Individual Identified in Appendix B.

Procedure:

1. Education and Training

- a. All employees will receive a summary of the Drug and Alcohol Testing Policy as well as have access to it as described above in "Availability."
- b. All covered employees in safety-sensitive positions as well as supervisory and management positions to determine Reasonable Suspicion will receive mandated training.

2. Prohibited Conduct

Employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug or alcohol in the body above the minimum thresholds defined in Part 655, as amended, for DOT-covered employees and otherwise as provided for non-DOT-covered employees.

3. Prohibited Substances

- a. Marijuana
- b. Cocaine
- c. Amphetamines
- d. Opiates
- e. Phencyclidine
- f. MDMA
- g. Alcohol
- h. Any other controlled substances or drugs under the Drug Free Workplace Act of 1988, as amended, drugs not approved for medical use by the U.S. DEA or FDA; misuse of legally prescribed drugs; any others that may be added by law.

Refer to Section F, of the policy for a detailed statement and authority.

4. Drug Statute Conviction

Employees are required to notify the Human Resources Representative or the Area Safety Managers of any criminal drug statute conviction for a violation occurring in the workplace with five (5) days after such conviction.

5. Testing

All applicants for employment are required to undergo urine drug testing as a condition of employment. All employees are required to undergo drug and/or alcohol testing as directed by Total Transit management and must report to a designated drug collection center within the time constraints given them. Designated collection sites are specified on Form A, a copy of which is attached to this Summary.

- a. Procedure

Total Transit

All drug and alcohol testing will be conducted as required in 49 C.F.R. Part 40, as amended for DOT-covered employees in safety-sensitive positions and otherwise as required for non-DOT-covered employees.

b. Types of Testing

- i. Pre-employment
- ii. Reasonable Suspicion
- iii. Post-accident (both fatal and non-fatal, DOT)
- iv. Random
- v. Return-to-duty
- vi. Individual self-referral follow-up

c. Dilute Specimen

If the specimen was dilute, under Part 40, as amended, immediate recollection under direction observation will be conducted.

d. Split Sample

An employee who questions the results of a required drug test under this policy may request that the split sample be tested. This request must be made through the Medical Review Officer within 72 hours of being notified of the original sample verified test result.

Total Transit will guarantee that the cost for the split specimen test is covered in order for a timely analysis of the sample; however, the individual is required to pay for the split sample test.

e. Consequences of Testing

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from duty, referred to a Substance Abuse Professional ("SAP") and terminated from employment.

f. Test Refusal

Refusal to submit to a drug or alcohol test will have the same consequences as a positive test result and will be considered a direct act of noncompliance, resulting in removal from Total Transit's employment. A covered individual has refused to take a test, if he or she:

- i. fails to appear for any test within a reasonable time after being directed to do so by the DER; for pre-employment testing this will be considered the same as a refusal resulting in retraction of the offer of employment or removal from Total Transit's employment; or
- ii. Fails to provide a specimen within a three (3) hour period from the time the first collection attempt is made; or
- iii. once the test is underway, fails to remain at the site and provide a specimen or fails to remain at the testing site until the testing process is complete; or for pre-employment testing leaving prior to receiving the collection cup will be considered the same as a refusal resulting in retraction of the offer of employment or removal from Total Transit's employment or
- iv. fails to provide a urine/breath sample for any drug test required in 49 C.F.R., Part 40, as amended, or DOT agency regulations; or

Total Transit

- v. fails to permit the observation or monitoring of a specimen collection; or
- vi. provides an insufficient volume of urine or breath without a valid medical explanation. The medical evaluation for "shy bladder" or "shy lung" will take place within five (5) days of the initial test attempt; or
- vii. fails or declines to take a second test when ordered by the DER or collector; or
- viii. fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures; or
- ix. fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, tampers with the specimen bottle seal, etc.); or
- x. has a urine sample that has been verified by the MRO as substitute or adulterated; or
- xi. leaves the scene of an accident without a legitimate explanation prior to submitting to a drug/alcohol test; or
- xii. consumes alcohol within eight (8) hours following involvement in an accident without first having submitted to a post-accident alcohol test; or
- xiii. fails to sign Step 2 of the Alcohol Testing form; or
- xiv. adulterates or substitutes a specimen in connection with a drug/alcohol test; or
- xv. makes a verbal or written declaration, exhibits obstructive behavior, or is physical absent resulting in the inability to conduct the test within the specified time frame.
- xvi. For an observed collection, failure to follow the observer's instructions to raise your clothing above waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process
- xvii. Possess or wear a prosthetic or other device that could interfere with the collection process
- xviii. Admit to the collector or MRO that you adulterated or substituted the specimen
- xix. As an employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test
- xx. As an employee, if you refuse to take a drug test, you incur the consequences specified under DOT agency regulations for a violation of those DOT agency regulations

6. Application of Policy

Total Transit is dedicated to assuring fair and equitable application of this Drug and Alcohol Testing Policy.

7. Information Disclosure

Total Transit

Drug and alcohol testing records will be maintained by the company's Corporate Safety & Security Manager and, except as provided by law or other limited circumstances, will not disclose the results of any drug or alcohol test without the express written consent of the tested employee.

8. Contacts

Questions regarding this policy should be directed to the appropriate individual identified in Appendix B.

9. Employees Not Covered by DOT Regulations

Employees of Total Transit who are not "covered employees" in "safety-sensitive" positions are subject to all the conditions and requirements of this policy, with the exception that the drug and alcohol tests conducted will be based on non-DOT specifications.

10. Zero Tolerance

Per Total Transit policy, any employee who tests positive for drugs and/or alcohol or refuses to test will be referred to a Substance Abuse Professional and his or her employment terminated.

Attachments: Form A
Appendix A – Safety Sensitive Positions
Appendix B – Contacts
Appendix C – Informed Consent
Signature Acknowledgement form

Total Transit

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Form A - ORDER FOR DRUG/ALCOHOL TESTING

Date: _____ Time: _____ Mrs

To: The Clinical Technician - Please accept this letter of introduction on behalf of
(Name): _____ SSN#: _____

DUI: _____ of the Total Transit Location in: **Glendale AZ**

We are requesting the individual named above as an **Independent Contractor -DOT** be given a
test(s) at your location for Drugs and/or Alcohol. **Driver**

Services Requested		Reason For Testing
Drug Test:	Alcohol Test:	Random
DOT FTA Drug Test	Breath Alcohol - Certified	

Location of Testing:
Total Transit, Inc. 4600 W. Camelback Rd., Glendale, AZ

**Donor must provide photo ID at the time of collection.
unless accompanied by Supervisor with company ID photo!!!**

Please use the applicable collection kits and chain of custody paperwork provided by Minert & Associates, Inc. who are acting as the representative of the Medical Review Officer (MRO). Please fax the MRO copy of the Chain of Custody to Minert & Associates, Inc. at (208) 884-4111. If you have any questions regarding the collection process, please contact Minert & Associates, Inc. at 800-388-3204 or the Total Transit DER at 602-200-2065 or 602-889-0735.

Name: _____
You are required to proceed to the designated location or laboratories listed above and cooperate in the testing process immediately upon receiving this notification. You must appear within a reasonable time from the time of this notice, but no later than:
_____ (fill in the deadline for arrival)
Failure to arrive timely and/or remain inside of the Collection Site until released by the collector or cooperate with the testing process, will all be deemed a test refusal. Refusals are considered a Positive Test Result.
If you have any questions regarding this, please contact Total Transit's DER at 602-200-2065/602-889-0735

Individual/Donor Signature: _____
Printed Name: _____
Date and Time of notification: _____ Mrs
Note to Company Authorizer: Reasonable suspicion, Post-Accident, or Post-Injury test require transport of the individual to the testing location.
Company Authorized Signature: _____
Printed Name: **Lyle Perry**
Lab Arrived time: _____ Hrs - 24hr format Lab Representative: Name _____
Initials: _____

Print and Signatures on Two (2) Copies - One for Donor/One for file. Form A 02-2012

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APPENDIX A

Safety Sensitive Positions and Testing Authority

Testing Authority	Test Types	Safety Sensitive Functions	Total Transit, Inc. Class Title/
DOT	Post-Accident Drug and/or Alcohol, Pre-Employment Drug, Random Drug and/or Alcohol, Reasonable Suspicion Drug and/or Alcohol	Revenue Operation (whether or not in revenue service)	Vehicle Operators
DOT	Post-Accident Drug and/or Alcohol, Pre-Employment Drug, Random Drug and/or Alcohol, Reasonable Suspicion Drug and/or Alcohol	Revenue Vehicle Control and Dispatch	Transit Supervisors and Manager(s) Leasing Agents Leasing Office Mgmt. Yard Attendants Facilitators Area Operations Mgmt. Area Safety Managers CSC Dispatchers CSC Mgrs., Supvs. and Leads
DOT	Post-Accident Drug and/or Alcohol, Pre-Employment Drug, Random Drug and/or Alcohol, Reasonable Suspicion Drug and/or Alcohol	Revenue Vehicle Equipment Maintenance and Repair	Mechanics Heavy Line Techs Transmission Techs Shop Foreman, Supervisor & Mgr.
Total Transit, Inc.	Post-Accident Drug and/or Alcohol, Pre-Employment Drug, Random Drug and/or Alcohol, Reasonable Suspicion Drug and/or Alcohol	All other non-safety-sensitive functions not listed above	All other positions not listed above

Total Transit

APPENDIX B

Total Transit, Inc. Contacts:

Designated Employer Representative	Corporate Safety & Security Manager
	602 200-2065 FAX 602 200-5505
HR Manager	602 200-5500 X1659
Director, Operations	602 200-5500 X1642
East Valley Area Manager	602 200-5500 X1401
Southern Arizona Manager	602 200-5500 X1515
West Valley Area Manager	602 200-5500 X1652

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APPENDIX C

Total Transit

ACKNOWLEDGEMENT OF RECEIPT

In conjunction with Total Transit's Drug and Alcohol Testing Policy for Employees,

I, _____, acknowledge receipt of
(Individual's Printed Name)

Total Transit's Drug and Alcohol Testing Policy Summary Statement for Employees and understand that compliance with this policy is a condition of my employment.

Further, I understand that a complete copy of Total Transit's Drug and Alcohol Testing Policy is available for me in the Human Resources Manager's office and in the Area Safety Managers office, a copy will be given to me upon written request. I also understand that copies of 49 CFR, Part 655 and Part 40, are also available in the Human Resources and or the Area Safety Managers office.

Employee's Signature: _____

Date: _____

Witnessed by: _____

Date: _____

THIS FORM MUST BE SIGNED, DATED AND RETURNED TO HUMAN RESOURCES

Total Transit

Appendix 3 – Training

Customer Service Agent Training Program

Days 1-3:

- **Who are our customers?**
- **Transportation reservation system**
- **Dispatch software system**
- **Working with maps**
- **Call handling etiquette**
- **Listening skills**
- **Policies and procedures**
- **Call escalation process**
- **Routing calls**
- **Call script**
- **Service goals**
- **Trip entry system**
- **Role play**
- **Disability awareness**

Days 4-5:

- **Trainees are paired with others to 'buddy jack' and listen to phone calls by experienced Customer Service Agents, switching off and taking calls with the assistance of a buddy once a comfort level is reached**

Weeks 2-5:

- **The new employee receives daily meetings, coaching and mentoring**

Week 6:

- **The new Customer Service Agent will receive 2 more days of advanced training to be able to take account service calls**

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Total Transit Bus Training

Day One – Classroom - 8 hours

Orientation

1. New Hire Paperwork
2. Facility Tour
3. Policies and Procedures
 - a. Driver's Handbook
 - b. Cell Phone Policy
 - c. Harassment Policy
4. Drug and Alcohol Policy
5. Stress Management
6. State Laws
7. OSHA
 - a. Bloodborne Pathogens
 - b. On-the-Job Injury
 - c. Hazard Communication
 - d. Lockout/Tagout
8. Radio Procedures

Day Two – Classroom - 8 hours

Customer Relations & Emergency Management

1. Passenger Service and Safety (PASS)
2. Transportation Safety Institute (TSI)
3. ADA Empathy and Sensitivity
4. Lift/Ramp Operation
5. Mobility Aid Securement (wheelchair)
6. Vehicle Emergency Operations
7. Accident/Incident Reporting
8. Fare Collection System/Farebox
9. TARR
 - a. System Security Awareness
 - b. The Mark

Day Three – Classroom - 8 hours

Vehicle Operations

1. Pre and Post Trip – Zonar
2. Vehicle Management Systems – Smart MDT
3. Headsign
4. Vehicle Cleanliness
5. Fuel Process
6. Schedules/Mapping/Bus Books
7. Smith Defensive Driving Course

Total Transit

Day Four – 8 hours

Behind the Wheel with the Instructor

1. Closed Course
2. Smith System Commentary

Day Five – 8 hours

Behind the Wheel with the Instructor – Service Area Driving

Days Six – Ten – At least 20 hours

Driving with trainer on a route with passengers

Total Classroom Hours – 24

Total Hours Behind the Wheel – 16

Total Hours Driving a Route with Passengers – 16 or more

Cumulative Training Hours – 56+

Annual Training includes:

- a. ADA Sensitivity Training – 4 hours
- b. Safety Training – 4 hours
- c. Driver Training – 4 hours
- d. Customer Service Training – 4 hours