



**CITY OF SEDONA
REQUEST FOR PROPOSAL FOR THE
OPERATION OF
TRAILHEAD SHUTTLE & MICROTRANIST
SERVICES
RFP # PT-21-1**

-- OPERATIONS --
(Revised: 08/20/21)

PROJECT FUNDING

During the life of this contract, this project may be funded in part by:
CFDA: 20.509 Formula Grants for Rural Areas Program
Federal Agency: Federal Transit Administration
Pass Through Entity: Arizona Department of Transportation (ADOT)

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SECTION 1: STATEMENT OF INTENT:

The CITY of Sedona, Arizona (CITY) is seeking proposals from qualified firms to operate the CITY’s Microtransit, and Trailhead shuttle service.

The successful proposer shall be awarded an exclusive five (5) year contract to provide the aforementioned services for the period beginning March 1, 2022 through February 28, 2027, with an option to extend by mutual agreement for up to two (2) two-year periods.

Each prospective proposer is required to submit a proposal describing their qualifications to provide the deliverables that meet or exceed the minimum requirements as defined within this Request for Proposal (RFP).

Detailed information on the deliverables is provided within this RFP’s scope of work, and comprehensive instructions for responding to this RFP are also provided within. For additional information on the CITY or about this RFP, please visit the CITY website www.sedonaaz.gov.

1.1 Important Dates:

EVENT	DATE
RFP Published	August 20, 2021
Pre-Bid Conference	September 2, 2021
Proposer’s Request for Clarifications Due	September 9, 2021
Proposals Due	September 30, 2021
Contract Award	October 26, 2021
Service Implementation	March 3, 2022

1.2 Pre-Bid Conference

The Pre-Bid Conference will be held virtually via ZOOM on Thursday September 2, 2021, at 10:00 AM MST. The log-in credentials for the Pre-Bid Conference are below:

Join Zoom Meeting

<https://us02web.zoom.us/j/3072160849>

Meeting ID: 307 216 0849

One tap mobile:

+16699006833,,3072160849# US (San Jose)

+12532158782,,3072160849# US (Tacoma)

Dial by your location:

- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)

Find your local number: <https://us02web.zoom.us/j/84462096663>

SECTION 2: INTRODUCTION:

2.1 General Information:

Located in Northern Arizona's high desert, the City of Sedona rests within the Verde Valley under the southwestern rim of the Colorado Plateau at the Oak Creek Canyon base. Distinguished by massive red-rock formations and the contrasting riparian zones of Oak Creek, Sedona is encircled by 1.8 million acres of the Coconino National Forest. Its City limits encompass both Yavapai and Coconino Counties. Sedona and the greater Verde Valley is considered by many to be the most beautiful place on Earth.

Sedona, one of America's premier tourism, recreation, retirement, and art centers, was founded in 1902 and later incorporated in 1988. Historically, it began as a rural ranching community, with apple orchards and cornfields dotting the countryside. But once its majestic landscapes came to national attention, Sedona was transformed into an international travel destination where its 10,300 residents are visited by over three and a half million tourists annually.

With over 300 miles of hiking trails, Sedona is also one of America's most popular hiking destinations. Between 80 and 90% of Sedona-area trailhead visitors are hikers.

Sedona enjoys four mild seasons, with average high/low temperatures of 95/75 in the summer and 55/35 in the winter. Spring and Autumn are Sedona's busiest time of year, with numerous festivals and annual events.

2.2 Economy:

The CITY economy is based upon an annual \$1 billion tourism and hospitality industry, generating over 77% of the CITY's sales tax revenues. These business sectors account for more than 10,000 jobs within the greater Verde Valley.

The table below provides a summary of Sedona businesses supporting the hospitality and tourism industry:

Business Type	Number of Establishments
Galleries & Shops	80+
Restaurants	50+
¹ Hotels, Resorts, Bed & Breakfast & Time Shares	65+

¹ Provides over 4,000 rooms. Not including short-term rentals, of which there are over 825 in the Sedona region.

2.3 Demographics:

Square Miles: 19
Elevation: 4,350
Population: 10,336
Average Age of Residents: 59
Average annual population growth rate: 6.73 %

2.4 Current Public Transit Service Delivery:

Currently, the CITY does not provide any public transit services except for the Verde Shuttle, which is provided under contract by the City of Cottonwood's Transit service. The Verde Shuttle is a dedicated commuter route that operates on a limited schedule to provide connecting service between the cities of Cottonwood and Sedona.

2.4 Project History:

In March of 2018, the CITY modified its tax code to include a 10-year ½ cent Transportation Privilege Sales Tax, which is to be exclusively used to fund local transportation projects and related administrative and operational costs.

In January of 2020, LSC Transit Consultants Inc, in collaboration with Transit Marketing LLC, completed the Sedona Area Transit Implementation Plan. This seven-year / four-phase plan recommended the addition of three core fixed-route bus lines to serve the CITY of Sedona and the Village of Oak Creek. Also, the plan called for up to seven Trailhead shuttles and two fixed route bus lines to serve the Oak Creek Canyon area.

In August of 2020, the Sedona CITY Council reaffirmed its commitment to develop a public transit system and directed staff to hire a full time Transit Administrator.

In January 2021, the CITY hired a Transit Administrator to lead the implementation effort of the services that are identified in the Sedona Area Transit Implementation Plan.

In May of 2021: Both the Community and its elected officials have demonstrated their willingness to extend the 2018 Transportation Privilege tax beyond 2028 into perpetuity and to explicitly dedicate these tax revenues to fund future public transportation projects. City Council directed staff to begin the process of permanently extending the transit sales tax during its regularly scheduled meeting in May of 2021.

2.5 Project Objectives:

Traffic congestion during the peak visitor season continues to be the number one complaint by CITY residents. Add to that the overflow of trailhead parking into some of the CITY's neighborhoods, and it becomes clear that this issue is adversely affecting many of Sedona's residents' quality of life.

As the parking situation has continued to deteriorate at the most popular trailhead locations within Sedona's CITY limits, CITY staff is accelerating the deployment of some of the Trailhead shuttles. This step is being taken to mitigate traffic congestion and reduce illegal parking in and around some of the more heavily impacted areas.

Additionally, the CITY intends to deploy a Microtransit service providing on-demand shared ride services in West and Uptown Sedona, the Tlaquepaque shopping village, with connections to the Trailhead Shuttle Exchange.

The deployment of these services is intended to improve the quality of life for both Sedona's residents and visitors while lessening the environmental impacts caused by traffic congestion in the area.

As planned, the Trailhead shuttles and the Microtransit service would become fully operational in March of 2022.

A complete listing of service area maps, planned service schedules, and base annual vehicle revenue hours are summarized in Appendix A to this RFP.

2.6 Future Service Implementation:

The CITY intends to deploy all or most of the services identified in the Sedona Area Transit Implementation Plan, which fully realized would represent approximately 94,000 annual vehicle revenue hours.

CITY staff will work with the selected firm to provide these additional services as the CITY develops the capital infrastructure and obtains other Federal and State funding assistance to support these future system expansions.

The complete Sedona Area Transit Implementation plan is attached as Appendix B & C to this RFP.

2.7 Cooperative Service Agreements:

As of late, a handful of municipalities of Northern Arizona have experienced an interest in transit services such as the Northern Arizona Intergovernmental Public Transit

Authority (NAIPTA) seeking Microtransit Software, the Town of Prescott Valley kickstarting a brand new on-demand service, and the CITY's new service start up with its specific requirements contained herein. As this interest grows throughout the region, this agreement may be the commencement of municipal cooperative efforts, as they relate to public transit, to expand service contract requirements and extend municipal budgets.

Therefore, the CITY has included within this solicitation the standard and widely accepted provision allowing cooperative service agreements with other municipalities and government agencies within the state. Any such cooperative agreement shall be subject to the terms and conditions of the contract resulting from this RFP. Entering into any such contract allowable by this provision with any other municipality or government agency is at the sole discretion of the successful proposer to this RFP. Specific information on this provision can be found in Section 6 *Special Provisions for Services/Work*, item 6.16 of this RFP.

SECTION 3: RESOURCES:

3.1 TRANSIT VEHICLES:

3.1.1 The CITY shall procure up to five 2022 model year StarCraft Allstar 25' twenty passenger medium duty coaches with a regenerative braking hybrid upfit for the operation of the trail head shuttle service. These vehicles shall be equipped with a rear/curbside mounted Braun lift and two wheelchair positions. Other equipment shall include:

1. Three position bike rack (w/ fat tire option)
2. Hanover TM Destination Signs
3. SEON TM video / telemetry surveillance system
4. Overhead luggage rack
5. Liquid/spring suspension system
6. Upgraded HVAC system
7. Driver protective barrier

3.1.2 The CITY shall also procure up to five 2022 model year gas Lonestar Promaster low floor 22' ten passenger light duty transit vans for the operation of the Microtransit service. These vehicles shall be equipped with a curbside mounted wheelchair ramp and one wheelchair position. Other equipment shall include:

8. Two position bike racks (w/ fat tire option)
9. Hanover TM Destination Signs
10. SEON TM video / telemetry surveillance system
11. Upgraded HVAC systems
12. Driver protective barrier

3.2 COMMUNICATIONS / CAD AVL SYSTEM:

3.2.1 The CITY shall procure a fully integrated cloud based Microtransit, Fixed route, and VoIP software solution for its communication and CAD / AVL systems. In addition to providing driver and dispatch CAD/AVL functionality, the system shall also provide a verbal communication platform via integrated VoIP cellular technology. The system shall also provide a Mobile App interface for customers to schedule and cancel Microtransit trips or obtain real time schedule adherence for the trailhead shuttles and other fixed route services.

3.3 PASSENGER FARE COLLECTIONS SYSTEMS & FARE MEDIA:

3.3.1 The CITY shall provide all passenger fare collection systems to include on board Diamond fare boxes (for cash & coin transactions), printed fare media (tickets & passes), and integrated digital pass software solution(s) for passenger mobile app and driver mobile data terminal interface.

3.3.2 The CITY shall establish locations and administrative / accounting procedures for all point-of-sale transactions for non-digital passenger fare media.

3.3.3 CONTRACTOR may be required to sell non-digital passenger fare media at its office location and on board the revenue vehicles.

3.4 OPERATIONS FACILITY:

3.4.1 The CITY shall provide to CONTRACTOR and maintain at its sole expense a facility sufficient to support, vehicle storage, washing, disinfecting, a driver reporting location, communications / dispatch, driver training, administrative activities, and an employee break area. The CITY is currently considering three properties that shall be used for this purpose and shall make a final determination prior to awarding the contract. *For specific information on both CITY and CONTRACTOR responsibilities relating to this facility, please refer to the scope of work in Section 4.0 of this RFP.*

3.4.2 Vehicle maintenance activities shall not be performed at this facility. CONTRACTOR may directly provide these services at an alternative site provided by CONTRACTOR or subcontract / outsource all vehicle maintenance activities as required within the scope of work.

3.4.2.1 Working with the CITY, Creative Bus Sales has authorized a fleet maintenance firm located in Camp Verde to provide all warranty work, PMI(s), and general repairs for all of their product lines to include buses with the Hybrid upfit.

3.4.3 All vehicle fueling shall be done off site via a CITY card lock system. CITY shall pay for all fuel consumed by CITY owned vehicles.

3.5 TRAILHEAD SHUTTLE EXCHANGE(S):

3.5.1 The CITY may use its property located on Brewer Road, near Ranger Road in central Sedona and or other appropriate locations that shall serve as trailhead shuttle exchanges. These exchanges shall serve as transit hubs for trailhead shuttle departures to up to seven of the most popular and heavily impacted trailheads within

the Sedona CITY limits. It is intended that these sites will be used as temporary locations until the CITY's main transit hub is constructed near the intersection of Brewer Road and Hwy 89A. It is anticipated that the new transit hub will be completed in late FY24 – early FY25. Also, the Microtransit service shall connect to the trailhead shuttle exchanges for passengers wishing to access the shuttles.

3.6 PUBLIC FACING MATERIALS & CONTRACT ADMINISTRATION:

3.6.1 CITY shall provide all public facing materials associated with the promotion of the transit service to include, website, social media, printed schedule information, and other related materials.

3.6.2 The CITY's Transit Administrator shall provide comprehensive oversight of the contract for all services described within this RFP.

SECTION 4: SCOPE OF WORK:

The following shall be required of the CONTRACTOR:

4.1 TRAILHEAD SHUTTLE SERVICES:

4.1.1 The Trailhead Shuttle service shall consist of four (4) separate fixed route lines providing services to some of the CITY's most popular trailheads. Specific information on each of these routes can be found in Appendix A.

4.1.2 The CONTRACTOR shall provide service on one hundred percent (100%) of all scheduled service days, and endeavor to complete one hundred percent 100% of all scheduled trips.

4.1.3 CITY service schedules are subject to change. Unless the schedule change is of an emergency nature, CITY shall notify the CONTRACTOR in writing of any schedule changes in advance.

4.1.4 The CONTRACTOR shall maintain the following on-time performance standards for all fixed route bus service. (CITY reserves the right to make changes in these performance standards after consultation with the CONTRACTOR and/or evaluation of the performance of the service):

4.1.4.1 Based on CITY's on-time performance standards, early arrivals / delayed departures are those in which:

4.1.4.1.1 The transit vehicle arrives earlier than 5 minutes before the published time point.

4.1.4.1.2 The transit vehicle departs later than 3 minutes after the published time-point.

4.1.4.2 The CONTRACTOR shall make every reasonable effort to depart designated time-points no more than three (3) minutes after the published schedule.

4.1.4.2.1 Exception: Trailhead shuttles may automatically hold for two (2) minutes for scheduled connecting services, (e.g. MicroTransit, other trailhead shuttles) *Note: If the Coach Operator sees the connecting line on approach, they may hold longer to allow connecting passengers to board and complete their connection.*

4.1.4.3 CONTRACTOR shall time all scheduled departures by referencing CITY system time, which is displayed on the Mobile Data Terminal provided by CITY as part of its Advanced Communications System, (ACS).

4.1.4.4 CONTRACTOR shall not depart any time point earlier than the published schedule.

4.1.4.5 CONTRACTOR shall operate all fixed-route schedules according to the published schedule.

4.1.4.6 Passengers on fixed-route lines are to be picked up and dropped off only at designated CITY bus stops.

4.1.4.7 CONTRACTOR shall ensure that 100% of all passengers are counted or tallied on CITY's GFI fare box system.

4.2 MICROTRANSIT SERVICE:

4.2.1 The CITY Microtransit service shall provide an App based on-demand shared ride service using up to three (3) Microtransit vehicles. The service area shall include West and Uptown Sedona, the Tlaquepaque shopping village, with connections to the trailhead shuttle exchanges. Specific information on this service can be found in Appendix A.

4.2.2 CONTRACTOR shall provide same day service for all MICROTRANSIT trip requests.

4.2.3 The CONTRACTOR shall make every reasonable effort to accommodate 100% of all trip requests.

4.2.3.1 CONTRACTOR shall not develop a pattern or practice of denying trips.

4.2.4 The CONTRACTOR shall make every reasonable effort to ensure that all CITY MICROTRANSIT vehicles arrive to pick up pre-scheduled passengers no more than five (5) minutes before and no more than five (5) minutes after the requested pick-up time.

4.2.4.1 CONTRACTOR shall not develop a pattern or practice of early or late arrivals at point of pick up.

4.2.4.2 CONTRACTOR and CITY shall continuously monitor on time performance data as provided by CITY'S Microtransit software platform and shall work together to improve overall on time performance.

4.2.5 CONTRACTOR shall ensure that 100% of all passengers are counted/tallied on the Driver's mobile data terminal.

4.2.6 CITY MICROTRANSIT service requests shall be taken on a first come first serve basis. There is no minimum advanced notice requirement to schedule a MICROTRANSIT trip.

4.2.7 CONTRACTOR shall document all trip denials for MICROTRANSIT service requests. Trip denials are defined as service requests that could not be accommodated within 60 minutes prior to or after the requested pick-up time.

4.3 SPECIAL EVENTS, EMERGENCY / DISASTER RESPONSE, AND OTHER AD HOC SERVICES:

4.3.1 CONTRACTOR shall provide additional transportation services for various special events and during other special events to include:

1. Parade events.
2. Transportation for government / elected officials.
3. Transportation services for transit related business.
4. Supplemental service that is in support of various local events.
5. Emergency preparedness & response exercises
6. Response to civil emergencies and disasters.
7. Other ad hoc events as required.

4.3.1.1 With the exception of emergency response requests, CITY shall provide CONTRACTOR with reasonable notice when such services are required.

4.3.2 CONTRACTOR shall be required to provide emergency transportation services upon request within the CITY's service area, or within the region if required. These types of requests could be for any of the following:

1. Disaster Response: Mass evacuation of residents, and or transportation of first responders to/from impacted areas.
2. Multi Causality Incidents: Mass transport of the injured to local and out of area hospitals.
3. Emergency Roadblocks: Coaches to act as temporary roadblocks to establish emergency evacuation routes, or other purposes.

4.3.3 Should CITY receive a request from a public safety agency to send CITY personnel and resources to an incident to provide emergency transportation services, the CONTRACTOR(s) shall agree to mobilize its workforce, vehicles, and other resources to facilitate a like response as directed by CITY.

4.3.4 CONTRACTOR shall agree to participate in disaster response and preparedness exercises as requested by CITY.

4.4 STAFFING REQUIREMENTS:

4.4.1 The CONTRACTOR shall provide all management, supervision, training, Coach Operators, dispatchers, clerks, service workers, telephone information operators, mechanics, and other personnel necessary to responsibly provide the service.

4.4.1.1 For purposes of clarification, the terms “employee(s)” and “personnel” shall include individuals employed by subcontractors that perform any of the functions described within this scope of work.

4.4.2 CONTRACTOR responsibilities shall include employee recruitment, screening, selection, hiring, training, supervision, employee relations, performance evaluations, retraining and other corrective actions as required to include termination of employment.

4.4.3 CONTRACTOR shall use appropriate screening and selection criteria in order to employ its personnel.

4.4.3.1 The CONTRACTOR shall perform employment, DMV and criminal background checks, pre-employment drug screens and physicals of all employees associated with this agreement and shall undertake the steps necessary to assure that all such employees perform their duties in a safe, legal, courteous, and professional manner at all times.

4.4.4 CONTRACTOR shall strive to ensure its employees that have contact with the public in the course of their duties are of good moral character. Any CONTRACTOR employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment shall not be permitted to continue to provide any services described within this RFP on behalf of the CITY.

4.4.5 All personnel involved with this Scope of Work are responsible for the knowledge of the service. All personnel shall maintain a courteous attitude, answering to the best of their ability any questions from the public regarding provisions of service.

4.4.6 During all hours of operation, CONTRACTOR shall provide a person or a service that is able to communicate in Spanish for customer contact via telephone. All revenue Coach Operators must be able to communicate clearly in English.

4.4.7 Employees hired by the CONTRACTOR to provide service shall be the sole employees of the CONTRACTOR. The CONTRACTOR shall be solely responsible for the satisfactory work performance of all employees as described herein or any reasonable performance standard established by the CITY.

4.4.8 The CONTRACTOR shall be solely responsible for payment of all employees' and/or subcontractors' wages and benefits in connection with their employment

and/or in accordance with the payment schedule established for services. CONTRACTOR shall comply with the requirements of employee liability, workers' compensation, employment insurance, social security, and other federal regulations.

4.4.9 CITY shall have the right to demand removal from the project of any personnel furnished by the CONTRACTOR for any reasonable cause.

Proposer shall submit a staffing plan listing all management, supervisory, scheduling/communication, maintenance, and Vehicle Operator positions, and the number of full-time and part-time employees assigned to each job classification.

4.5 CONTRACTOR FIRM & PROJECT MANAGER REQUIREMENTS:

4.5.1 CONTRACTOR firm must have at least five (5) years' experience in performing work under a similar scope and size of the operation(s) as outlined within the scope of work within this RFP.

Proposer shall demonstrate its firm's experience and ability to perform work under a similar scope and size of the operation(s) as described within the RFP.

4.5.2 CONTRACTOR shall assign a Project Manager, subject to the approval of CITY, who shall provide oversight, direction, and supervision for activities described within this scope(s) of work.

4.5.2.1 The Project Manager must possess the necessary experience in public transportation operations to successfully manage the services described within this scope of work.

4.5.2.2 CONTRACTOR's Project Manager must be assigned to and work out of the CONTRACTOR's local base of operations in the CITY. For purposes of this RFP, it is anticipated that the CITY shall provide the CONTRACTOR with a base of operations and administration (excluding vehicle maintenance activities) with adequate CITY space within the City Limits of Sedona.

4.5.2.3 The Project Manager may be required to meet with CITY at least once per week to discuss the service. At all times, the Project Manager or other employee pre-designated and identified to act for the Project Manager, shall be available either by phone or in person to make decisions regarding day-to-day operations, including emergency situations, and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this scope of work.

4.5.2.4 CONTRACTOR shall assure CITY that the proposed Project Manager designated for this project shall not be replaced or reassigned without the prior written notification to CITY. Should the services of the Project Manager become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to CITY for review as soon as possible,

but in no event later than five (5) working days prior to the departure of the incumbent Project Manager, unless CONTRACTOR is not provided with sufficient notice by the departing employee.

4.5.2.4.1 CITY and CONTRACTOR shall meet and confer on the proposed replacement of the Project Manager, however, ultimately it is incumbent upon the CONTRACTOR to appoint a Manager who is capable of carrying out the required duties of the position.

4.5.2.5 The Project Manager shall have a thorough working knowledge of the ADA, the US Department of Transportation (DOT), the US Federal Transit Administration (FTA), the Arizona Department of Transportation (ADOT), the Arizona Department of Public Safety (ADPS), and CITY, policies and regulations pertaining to the provision of services within this scope of work.

4.5.2.6 The Project Manager shall work collaboratively with CITY in matters of assuring service quality, providing reports and data, responding to comments from customers and the general public, and responding to specific requests for other assistance.

4.5.2.7 As required, the Project Manager shall attend all meetings and hearings pertaining to this service. This may include, but is not limited to, City Council meetings, County Board of Supervisors meetings, and CITY Transportation Advisory Committee (TAC) meetings. Should the Project Manager be unable to attend the Manager shall appoint a staff member to appear as an agent of the CONTRACTOR in his/her place.

Proposer must identify the Project Manager and other key managerial / supervisory personnel who shall be assigned to manage the day-to-day operation of the project(s) described within this RFP. Proposer shall demonstrate that the chosen Project Manager has adequate experience, training, and the skills to assume direct supervisory responsibility for all facets of the operation as described within this scope of work.

4.6 DAILY SUPERVISION REQUIREMENTS:

4.6.1 CONTRACTOR shall provide adequate daily supervision necessary to ensure that its employees and or contractors adhere to all policies, procedures, maintenance activities and other requirements pertaining to the provision of services as specified within this scope of work.

4.7 COMMUNICATIONS CENTER REQUIREMENTS:

4.7.1 Communications Center Hours of Operation:

4.7.1.1 The CONTRACTOR must establish a Communication Center to coordinate and monitor the activities of all services that are required within this scope of work.

4.7.1.2 CONTRACTOR shall ensure that its Communication Center is staffed with qualified personnel whenever a vehicle is operating in revenue service.

4.7.2 Communications Center Personnel:

4.7.2.1 CONTRACTOR shall ensure that all communications personnel are trained to proficiency and prepared to process both requests for CITY MICROTRANSIT service and requests for general system information from customers, including fare requirements, transfers to/from other CITY transit services to provide a seamless resource of system information.

4.7.2.2 CONTRACTOR shall ensure that all dispatchers receive a company orientation as well as a thorough orientation to the CITY's transit system before being assigned to the CONTRACTOR's Communications Center. CONTRACTOR shall ensure that mechanisms are in place for the evaluation of Dispatcher performance, training, and continuing education.

4.7.2.3 CONTRACTOR shall schedule sufficient communications staff to minimize telephone "hold-time".

4.7.2.4 CONTRACTOR shall make every reasonable effort to ensure that customer telephone "hold time" does not exceed two minutes.

4.7.2.5 Communications personnel assigned to the CONTRACTOR's Communication Center must be knowledgeable in all aspects of CITY MICROTRANSIT, as well as all other CITY transit services.

4.7.2.6 CONTRACTOR's communications staff must be adequately trained and scheduled to process the volume of incoming telephone requests for CITY MICROTRANSIT service, accurately enter the required passenger trip information, monitor on time adherence, and appropriately dispatch vehicles.

"Proposers shall describe initial and on-going Dispatcher education and training programs.

4.7.3 Communications Center Policies & Procedures:

4.7.3.1 CONTRACTOR shall establish internal policies and standard operating procedures for its Communications Center that shall support the efficient delivery of all services as outlined within this scope of work.

4.7.3.2 CONTRACTOR shall establish policies and procedures to ensure that all services are running on time.

4.7.3.2.1 CONTRACTOR shall ensure that its fixed bus route Coach Operators do not depart from any scheduled time point prior to the scheduled departure time.

4.7.3.2.2 CONTRACTOR shall ensure that its fixed bus route Coach Operators do not depart from any scheduled time point after the scheduled departure time unless the late departure is outside of the Operator's control.

4.7.3.2.3 CONTRACTOR shall ensure that its Coach Operators notify the Communications Center on all fixed route and MICROTRANSIT service delays that exceed fifteen (15) minutes.

4.7.3.2.4 CONTRACTOR shall make its best efforts to deploy additional resources to ensure that service is promptly restored, and that on-time performance is maintained.

4.8 DRIVER QUALIFICATIONS, LICENSING, AND CERTIFICATION REQUIREMENTS:

4.8.1 CONTRACTOR employees operating CITY owned revenue vehicles must possess and maintain the following minimum licenses / certifications:

1. Valid ADOT Class **C** Commercial Driver's License (Passenger Endorsement Required)
2. Valid ADOT Medical Examiner Certificate

4.8.1.1 CONTRACTOR may be required to certify its employees with a ADOT Class **B** Commercial Driver's License (Passenger Endorsement Required) , should the CITY deploy transit vehicles with a GVWR of 26,001 or more.

4.8.1.2 CONTRACTOR is encouraged to have an Arizona State Certified DOT Tester on staff to complete Class C Commercial required road / skills tests with its employees.

4.8.2 CITY reserves the right to inspect records from the Arizona State Department of Motor Vehicles annually for each driver.

4.8.3 Drivers who are convicted of driving on a suspended or revoked license, driving under the influence of alcohol or drugs, or reckless driving are not eligible to provide services within this scope of work.

4.8.4 Drivers will be qualified to provide services within this scope of work with the following conditions:

4.8.4.1 Has no more than two moving violations within the last 12 months

4.8.4.2 If Class C (CDL) license has ever been suspended, applicant must have one full subsequent year with NO vehicle moving violations

4.8.4.3 If license has ever been revoked, must have three subsequent years with NO vehicle moving violations

4.8.5 CITY may require additional training, licensing, or certification requirements for CONTRACTOR's personnel throughout the life of the contract. CITY and CONTRACTOR will negotiate the terms and conditions of any additional training or licensing requirements should they be required.

4.9 CONTRACTOR PERSONNEL TRAINING REQUIREMENTS:

4.9.1 CONTRACTOR shall be expected to develop, implement, and update formal training program(s) for all personnel involved with this scope(s) of work. The training program shall be submitted to CITY for review and approval.

4.9.2 CONTRACTOR shall provide training and supervision for all personnel involved in providing CITY services. It is the sole responsibility of the CONTRACTOR to ensure that each individual is trained to proficiency on his or her duties and responsibilities and can competently provide the services required within the scope of work.

4.9.3 CONTRACTOR shall provide sensitivity training to all program employees in discrimination in the workplace, human trafficking awareness, prevention of sexual harassment, anti-bullying behavior, anti-violence in the workplace, and the Americans with Disabilities Act.

4.9.4 All employees must operate CITY owned vehicles in accordance with all applicable Federal and State laws, local ordinances, and with due regard for the safety, comfort, and convenience of passengers and the general public.

4.9.5 CONTRACTOR personnel assigned to operate CITY revenue vehicles, shall at a minimum be trained in the following:

1. Bloodborne pathogens
2. Company overview – transit policies and procedures, driver handbook
3. COVID-19 Workplace Health and Safety Training
4. Customer service
5. Emergency procedures
6. Fare collection policies.
7. First aid and CPR
8. National Safety Council Defensive Driving procedures

9. Passenger assistance/safe lift operation and wheelchair/mobility device securement
10. Passenger fare collection and classification
11. Pedestrian awareness
12. Pre-trip vehicle inspection procedure
13. Proper Use of Personnel Protective Equipment (PPE)
14. Responding to accidents and incidents
15. Route familiarization training
16. Safe boarding and deboarding of passengers
17. Sensitivity and disability awareness
18. US DOT Drug & Alcohol Awareness Training & related Company policies.
19. Use of CITY's communication system in compliance with CITY policies and procedures.
20. Use of on-board video surveillance system.
21. Use of the Advanced Communication System.

4.9.6 Any additional CONTRACTOR in-house training programs/courses must be reviewed and approved by CITY.

4.9.7 CONTRACTOR'S Instructors/trainers must be fully certified in the training they provide to the CONTRACTOR's employees. CITY reserves the right to inspect, review, approve and monitor any and all training conducted by CONTRACTOR. This includes, but is not limited to, inspection and review of all training materials, collision investigations and incident data, interviews with all training personnel, and monitoring of training classes.

Proposer shall describe its initial and ongoing training program(s), for all employees who will be involved with the provision of services described within this RFP. Proposer shall also describe its safety program.

4.10 VEHICLE OPERATOR STANDARD OPERATING PROCEDURES:

4.10.1 CONTRACTOR shall ensure that all Vehicle Operator Standard Operator procedures are compliant with all FTA and ADOT requirements.

4.10.2 CONTRACTOR shall develop additional written standard operating procedures and related forms and materials for their Coach Operators, which shall support the following policies and procedures:

4.10.2.1 Operators shall adhere to the fare structure as established by CITY and described in all CITY public information materials.

4.10.2.2 Operators shall be trained to proficiently and accurately classify fares received by CITY including the accurate tally of all passenger boardings.

4.10.2.3 Operators shall comply with all service schedules provided on daily driver's manifest or published fixed route bus schedules.

4.10.2.4 Operators shall complete pre-trip vehicle inspections prior to going into revenue service to ensure all equipment, including the wheelchair lift, is operational.

4.10.2.5 Operators shall complete a post trip vehicle inspection upon completion of each service day.

4.10.2.5.1 Any defects discovered shall be documented on the vehicle defect inspection report, which shall be maintained on each vehicle.

4.10.2.5.2 Operators will check for lost and found items; all windows and hatches closed; cut seats, graffiti, or other acts of vandalism; damages to vehicle interior or exterior not previously noted on the vehicle damage report. CONTRACTOR shall have a secure location for lost and found valuables turned in by Operators.

4.10.2.6 Coach Operators will maintain a supply of current public information materials and have available brochures and other CITY published materials.

4.11 UNIFORM, APPEARANCE, AND PERSONAL APPEARANCE / HYGIENE REQUIREMENTS:

4.11.1 The following uniform and personal appearance/hygiene requirements shall apply for all CONTRACTOR employees operating CITY owned revenue vehicles.

4.11.1.1 CONTRACTOR shall provide at its sole expense all Coach Operators, uniforms that are required for the provision of services within this scope of work.

4.11.1.2 All Coach Operators must be attired in CONTRACTOR provided uniform/patches and maintain a professional appearance.

4.11.1.3 All uniforms articles and the CONTRACTOR'S uniform policy is subject to CITY approval.

4.11.1.4 CONTRACTOR will ensure that designated personnel are provided with new uniforms and shall replace articles that show signs of wear and tear or damage.

4.11.2 CONTRACTOR shall ensure that its employees maintain a professional appearance and observe basic personal hygiene practices. Due to sensitivities among passengers and the general public, (allergies, etc.), the use of strong perfumes and colognes is discouraged.

4.11.3 CONTRACTOR employees shall avoid wearing company issued uniforms during their off-duty hours except while commuting to and from their assigned work location.

4.12 PASSENGER FARES & FARE REVENUE HANDLING:

4.12.1 All passenger fare revenue collected by CONTRACTOR is to be treated as public funds. CITY shall retain all cash and coin, redeemed tickets, or other fare media collected by THE CONTRACTOR.

4.12.2 Passenger fares are subject to change at the sole discretion of CITY.

4.12.3 CONTRACTOR shall charge all passengers the correct and current fare and shall collect the appropriate fare from each passenger for each one-way trip.

4.12.4 All revenue vehicles shall be equipped with Diamond™ non electronic fareboxes.

4.12.5 CONTRACTOR shall maintain an audit trail for all tickets, passes, and cash and coin fares collected.

4.12.6 CONTRACTOR shall reimburse CITY monthly the total passenger cash / coin fares collected during the previous month.

4.12.7 CONTRACTOR shall submit all redeemed fare tickets, passes, or other fare media to CITY on a monthly basis.

4.13 AMERICAN'S WITH DISABILITY ACT SERVICE REQUIREMENTS:

The Americans with Disabilities Act (ADA) is the Federal civil rights legislation that prohibits discrimination against people with disabilities in several areas, including transportation, public accommodations, and access to state and local government programs and services. The ADA specifically addresses accommodations of persons with disabilities while accessing public transit service. Compliance with the ADA guidelines by the public transit industry is mandatory.

4.13.1 The CONTRACTOR shall ensure compliance with all applicable regulations listed within Title 49 Code of Federal Regulations (CFR) Parts 37 and 38 to include any subsequent amendments while providing all services described within this scope of work. This includes, but is not limited to, the following requirements:

4.13.1.1 The CONTRACTOR shall not discriminate against an individual with a disability in connection with the provision of transportation services.

4.13.1.2 Notwithstanding the provision of any special transportation service to individuals with disabilities, the CONTRACTOR shall not, on the basis of

disability, deny to any individual with a disability the opportunity to use the CITY's transportation service if the individual is capable of using that service.

4.13.1.3 The CONTRACTOR shall make every reasonable effort to ensure that designated vehicle priority seating areas are made available to individuals with disabilities. *Note: Coach Operators are required to ask non-disabled passengers to vacate the priority seating area to allow the disabled passenger access; however, the Coach Operator is not required to enforce such requests should the non-disabled passenger refuse to comply with the request.*

4.13.1.4 The CONTRACTOR shall not require an individual with a disability to use designated priority seats if the individual does not choose to use these seats.

4.13.1.5 The CONTRACTOR shall not impose special charges on individuals with disabilities, including those who use wheelchairs.

4.13.1.6 The CONTRACTOR shall not require that an individual with disabilities be accompanied by a Personal Care Attendant.

4.13.1.7 The CONTRACTOR shall permit any individual to use a vehicle's lift or ramp to board or alight the vehicle when requested.

4.13.1.8 The CONTRACTOR shall ensure that audible stop announcements shall be made at least at transfer points with other fixed routes, other major intersections and destination points, and intervals along a route sufficient to permit individuals with visual impairments or other disabilities to be oriented to their location. *Note: CITY's Advanced Communications System may provide automatic ADA announcements; however, The CONTRACTOR must have policies and procedures in place to ensure that such announcements are made manually by the coach operator in the event of an automatic enunciator failure.*

4.13.1.9 The CONTRACTOR shall ensure that audible stop announcements are made for any stop at the request of an individual with a disability.

4.13.1.10 The CONTRACTOR shall permit service animals to accompany individuals with disabilities in CONTRACTOR-operated vehicles and facilities per 49 CFR Part 37.167(d).

4.13.1.11 The CONTRACTOR shall ensure that vehicles so equipped be "kneeled" should any passenger request it to board or exit the vehicle.

4.13.1.12 The CONTRACTOR shall ensure that all wheelchairs and mobility aids are secured at four (4) locations prior to initiating transportation. A minimum of three (3) point securement is only permissible when:

- 1) the design of the wheelchair or mobility aid only allows it to be secured at three (3) points.
- 2) the maximum number of wheelchair securement locations available on the vehicle is three (3). *Note: Passengers are required to permit their wheelchair or mobility aid to be secured; however, they cannot be denied transportation on the sole basis that the device cannot satisfactorily be secured or retrained by the vehicle's securement system.*

4.13.1.13 Passengers in mobility aids shall be offered and encouraged to wear a lap belt; however, they shall not be required to do so should they refuse.

4.13.1.14 The CONTRACTOR shall have in place policies and procedures to evaluate requests for reasonable modifications to transit service and shall make reasonable modifications to its transit service to allow a passenger with a disability to access and use the system, per the requirements of 49 CFR Part 37, Section E REASONABLE MODIFICATION REQUESTS, including, but not limited to:

1. Reasonable modification requirements shall apply to fixed route, and MICROTRANSIT demand- response services.
2. The CONTRACTOR shall make information on how to request reasonable modifications readily available to the public through the same means it uses to inform the public about its other policies and practices.
3. The CONTRACTOR shall ensure the reasonable modification process is accessible to, and usable by, individuals with disabilities.
4. The CONTRACTOR shall ensure that requests for reasonable modifications of transit services may be denied only on one or more of the allowable exceptions as stipulated in Appendix E of Section 37.169 of 49 CFR Part 37, Section E.
- e) The CONTRACTOR may create their own process and procedures or may adopt the process and procedures of CITY for receiving, reviewing, and making determinations on requests for reasonable modifications as an alternative to implementing its own process and procedures.

4.14 TRANSPORTATION SERVICES DATA & RECORDS:

4.14.1 The CONTRACTOR shall maintain all records and data as requested by CITY.

4.14.2 The CONTRACTOR shall permit authorized CITY representatives to examine all records and data related to CITY transit services upon request or according to the scheduled reporting periods.

4.14.3 All records, data and reports prepared or collected by the CONTRACTOR that are associated with this scope of work shall become property of the CITY. The

CITY reserves the right to provide a list of additional reporting requirements as required.

4.15 TRANSPORTATION SERVICES REPORTING REQUIREMENTS:

4.15.1 Situations Requiring Immediate Notification:

CONTRACTOR shall initial immediate notification to CITY should any of the following occur:

4.15.1.1 Any vehicle accident involving a CITY owned vehicle or any passenger injury occurring either on board a CITY owned vehicle or within the vicinity of a CITY owned facility or bus stop. These notifications shall occur without exception regardless of the degree of damage or injuries sustained and shall be followed up with both the CONTRACTOR and Police report(s) as soon as they become available.

4.15.1.2 Any other incident that could constitute a substantial degree of legal or civil exposure to the CONTRACTOR or to CITY.

4.15.1.3 CONTRACTOR must inform CITY immediately regarding failure to operate a scheduled route for either a partial or entire day.

4.15.2 Daily Reporting Requirements:

4.15.2.1 CONTRACTOR shall notify CITY in writing of all passenger complaints and commendations received by CONTRACTOR's staff. CONTRACTOR will provide CITY with a written response to each complaint within three working days of receipt of the original the complaint. CONTRACTOR is to include a summary of corrective actions taken in response to each complaint.

4.15.3 Monthly Reporting Requirements:

4.15.3.1 CONTRACTOR shall submit to CITY an accurate summary of the following operating statistics monthly. This report shall be submitted no later than the 15th calendar day of each month and shall reflect the statistics from the previous month:

- 1) Total number of passenger boardings by service mode, summarized by Weekday, Saturdays, Sundays.
- 2) Total number of vehicle revenue hours by service mode, summarized by Weekday, Saturdays, Sundays.
- 3) Total number of vehicle revenue miles by service mode, summarized by Weekday, Saturdays, Sundays.
- 4) Total number of service miles (to include deadhead miles) for each CITY owned vehicle.

- 5) Total number of service delays by service mode.
- 6) Total number of cancelled trips. (Trailhead shuttle service) *Note: CONTRACTOR shall include all associated vehicle revenue hours and miles that were cancelled.*
- 7) Total number of completed passenger trips. (CITY MICROTRANSIT services)
- 8) Total number of passenger no shows (CITY MICROTRANSIT services)
- 9) Total number of trips denials (CITY MICROTRANSIT services)
- 10) Total number of passenger complaints by type and mode of service.
- 11) Total number of passenger commendations by mode of service.
- 12) Total number of preventable vehicle accidents between 100,000 miles traveled involving CITY owned vehicles.
- 13) Total number of reported vehicle accidents (both preventable and non-preventable) involving CITY owned vehicles.
- 14) Number of delayed or missed mechanically assisted boardings due to lift failures. (*CONTRACTOR should include the total delay to each passenger and what efforts were made to provide alternative transportation*)
- 15) Total number of Major Mechanical Road Calls between miles traveled. *These are failures of a mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns.*
- 16) Total number of Other Mechanical Road Calls. *These are failures of some other mechanical element of the revenue vehicle that, because of local agency policy, prevents the revenue vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service.*
- 17) Total CONTRACTOR full time equivalent (FTE) count for Coach Operators, Maintenance, and administrative personnel.
- 18) Summary of CITY owned revenue vehicles used for training purposes to include date, coach number, start / end times, start / end hub odometer readings.
- 19) Other reports as deemed necessary by CITY or by State or Federal regulations.

4.15.4 Other Reporting Requirements

4.15.4.1 CONTRACTOR will submit all written reports in electronic PDF format via email, or via a link to a cloud-based storage service.

4.15.4.2 Upon request, CONTRACTOR shall submit any other information as required by the State of Arizona Department of Transportation, Articles 4.0 and 4.5, or the FTA National Transit Database (NTD) (formerly known as Section 15). Designated CONTRACTOR representatives are encouraged to attend the annual FTA - NTD training session to assure compliance with any additional reporting requirements.

4.16 VEHICLE MAINTENANCE REQUIREMENTS:

4.16.1 CONTRACTOR shall use designated CITY owned vehicles for all services provided. CITY shall provide all licenses, registration taxes and certificates required by law for CITY owned vehicles unless otherwise noted herein as being the responsibility of the CONTRACTOR.

4.16.2 CITY shall procure new revenue vehicles for all transit services described within this scope of work.

4.16.2.1 Up to five (5) medium duty 25' twenty passenger buses will be purchased by CITY for the trailhead shuttle service and up to five (5) light duty 22' passenger vans shall be purchased for the Microtransit service.

4.16.2.2 A complete inventory of CITY owned vehicles to be used for the services shall be provided to CONTRACTOR prior to the implementation of services.

4.16.2.3 CONTRACTOR shall be required to submit all initial vehicle warranty documentation on any new vehicle(s) and all warranty claims to the original equipment manufacturer (OEM). CONTRACTOR shall provide CITY information regarding the status of any warranty claims that are under dispute by the OEM.

4.16.3 CONTRACTOR shall not defer preventative or unscheduled maintenance on any CITY owned vehicle without reasonable justification for such deferrals.

4.16.4 CONTRACTOR shall provide a vehicle maintenance plan specific to the CITY owned fleet, including, but not limited to: maintenance staffing and or subcontracted services, preventive maintenance inspection (PMI) schedules, routine cleaning/disinfecting, major repairs, warranty repairs and collision/vandalism damage repairs. Vehicle maintenance, including emissions/exhaust system maintenance will be performed at regular intervals, and in compliance with OEM requirements and as necessary to keep the vehicles in a safe and reliable condition in compliance with State and Federal emission requirements.

4.16.4.1 CONTRACTOR may utilize outside vendors to perform any or all vehicle maintenance activities, however, said vendors shall comply with all standards, requirements and provisions contained herein.

4.16.5 CONTRACTOR shall develop PMI checklists and PMI mileage schedules as per OEM requirements that are in compliance with the CITY's Vehicle Maintenance plan. CONTRACTOR shall submit preventative maintenance and vehicle inspection checklists to CITY for approval.

4.16.5.1 CONTRACTOR shall complete 80% or greater of all Preventative Maintenance Inspections (PMI) on CITY owned vehicles within the recommended time or mileage interval as specified by the OEM.

4.16.6. Daily routine maintenance activities shall be completed as necessary to keep vehicles well maintained and operating safely. This includes daily servicing (fuel, oil, water, and all fluid levels maintained at proper levels), checking for flats and underinflated tires, adjusting, and replacing mirrors, and daily interior and exterior cleaning and disinfecting.

4.16.7 CONTRACTOR, at its sole cost and expense, shall provide all, lubricants, repairs, cleaning, parts, tires, supplies, labor, maintenance, and component rebuilding and/or replacement as required for the safe and reliable operation of all equipment pursuant to this contract.

4.16.7.1 All parts, materials, tires, lubricants, fluids, oils, and procedures used by CONTRACTOR on all CITY owned vehicles, and equipment shall meet or exceed OEM specifications, standards, and requirements.

4.16.7.2 CITY shall reimburse CONTRACTOR for all fuel expense on a monthly basis. CONTRACTOR shall submit to CITY a detailed accounting of fuel consumption and expense on a monthly basis.

4.16.8 CONTRACTOR shall be fully responsible for the safe and efficient maintenance of all vehicles, including servicing of emissions/exhaust systems, to be used to perform this contract in strict conformity to requirements of the OEM, emissions/exhaust systems manufacturers, Arizona Department of Transportation, and applicable local, State and Federal regulations and requirements.

4.16.9 CONTRACTOR shall complete work orders for any maintenance task performed on CITY owned vehicles, whether the work is performed by Contractor's employees or other vendors. Hard copies of work orders shall be provided to CITY upon request and work orders shall be legible, comprehensible and at a minimum clearly indicate work completed, defect/repair findings (as appropriate), labor hours and parts used and repair cost as applicable.

4.16.10 CONTRACTOR shall be liable for any damages while they have control of CITY owned vehicles. Fair wear and tear is acceptable. Damages or unserviceable conditions due to contractor negligence and/or failure to perform required maintenance actions is not acceptable and may be subject to penalties as well as completion of necessary repairs.

4.16.11 CONTRACTOR shall ensure that all wheelchair lift-related equipment be inspected, serviced, and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service.

4.16.12 CONTRACTOR is responsible for tire replacement and balancing, wheel mounting and dismounting on the vehicles.

4.16.13 CONTRACTOR shall maintain brake systems so as to minimize brake noise. Each rotor shall be turned or replaced (if needed) following brake pad replacement to ensure that the new pad has an even surface for better adherence and even wear.

4.16.13.1 Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system.

4.16.14 CONTRACTOR shall insure that heating and air conditioning (A/C) systems are maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climate conditions.

4.16.15 CONTRACTOR shall make no modifications, alterations, or additions to CITY vehicles or equipment without prior written approval of CITY.

4.16.16 CONTRACTOR shall ensure that road calls for vehicles that develop mechanical problems or need special cleaning/disinfecting during the service day shall be performed within 60 minutes of receiving the call for assistance.

4.16.17 CONTRACTOR shall have a contingency plan for responding to any fuel or fluid spills that occur when vehicles are on public roadways. Any spills or leaks shall be documented and as required reported to CITY or appropriate jurisdiction.

4.16.18 CONTRACTOR is responsible for towing or recovery actions necessary for vehicles with mechanical difficulties that render them out of service and any costs incurred.

4.16.19 CONTRACTOR shall schedule and transport vehicles to complete smog checks as required. CONTRACTOR shall mail or deliver a copy of the completed smog certification to CITY. CONTRACTOR shall pay the costs for the completion of all CITY owned vehicle smog checks. If CITY vehicles do not pass smog checks, CONTRACTOR shall notify CITY within five (5) calendar days.

4.16.19.1 All components of the emission control and exhaust systems shall be free from leaks and shall be maintained in proper operating condition. Exhaust/emission systems shall be serviced, maintained, cleaned, or regenerated, as applicable per manufacturer requirements. Vehicles shall have current state emission certification and CONTRACTOR shall complete any mandatory State emission system reporting or tracking as required.

4.16.20 CONTRACTOR shall ensure that all components of the bus exteriors, accessories, bike racks and frames are maintained in a safe, undamaged and presentable condition at all times.

4.16.21 Damage to CITY-owned vehicles, (including body, and all bus appurtenances/subordinate parts) shall be repaired within two weeks of occurrence. Should CONTRACTOR be unable to comply with this provision, CONTRACTOR shall immediately notify CITY.

4.16.22 Buses shall not be put in service with cracked glass anywhere on the bus. Repairs to glass shall be made within three working days.

4.16.23 CONTRACTOR will have a staff member or subcontractor knowledgeable in out-of-service criteria and inspection, maintenance, and repair procedures for the type of vehicle being operated.

4.16.24 CONTRACTOR shall review, on a daily basis, all Vehicle Inspection Reports (defect cards) completed by Coach Operators to be sure problems identified have been adequately corrected.

4.16.25 Vehicles utilized in service shall be safe for operations on public streets and freeways and meet all requirements for a bus as stated in the State of Arizona Administrative Code Vehicle Safety Code Standards.

4.16.26 The following criteria and standards apply to vehicles owned by CITY and operated by CONTRACTOR. CITY's Contract Administrator and or his/her designated agent shall use these criteria and standards to determine the adequacy of maintenance during recurring and/or spot inspections. The following criteria is the general basis for determining when items require replacement, either at the time of vehicle issue to CONTRACTOR, during the time the vehicles are operated by CONTRACTOR, or at time of return of vehicle control to CITY. These criteria include, but are not limited to:

ITEM	INSPECTION CRITERIA/STANDARD
Exterior Appearance	Damage to decals or paint greater than ¼ inch. Evidence of accident damage, vandalism, or missing parts.
Interior Appearance	Floors, seats, overhead, sidewalls, rear closeout, and all flat surfaces clean and free of dust/dirt. Stained or torn seat vinyl areas shall be repaired or replaced. Interior body panel sections shall be firmly in place.
Wheelchair Lift	Clean, serviceable, properly lubricated and adjusted. No unusual noises or vibration during operation. Wheelchair lift cover shall be clean.
Rust /corrosion	Any rust/corrosion on chassis, frame and body components shall be cleaned and investigated for possible cracks. Mirror arms and brackets, bike racks, bumpers that have peeling/chipped paint shall be replaced or painted as appropriate.

Leaks/Drips	Inspection shall be conducted after a road test. Any leaks shall be identified and repaired. Signs of seepage (discoloration, no excessive amounts of fluid) are to be wiped, investigated, and repaired as appropriate. Any visible drops are considered leaks/drips shall be corrected or noted on the joint inspection. Any fuel, coolant, or exhaust leaks shall be repaired prior to vehicles being issued or returned.
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4.16.27 Inspection shall be conducted after a road test. Any leaks shall be identified and repaired. Signs of seepage (discoloration, no excessive amounts of fluid) are to be wiped, investigated, and repaired as appropriate. Any visible drops are considered leaks/drips shall be corrected or noted on the joint inspection. Any fuel, coolant, or exhaust leaks shall be repaired prior to vehicles being issued or returned.

4.16.28 CONTRACTOR’s maintenance program shall ensure that Federal Occupational Safety and Health Administration (OSHA) including all State and County requirements are met regarding worker safety, hazardous waste and materials management and disposal and safety. CONTRACTOR shall establish and enforce program requirements and operating procedures required by such regulations.

4.16.29 CONTRACTOR shall provide tires. Buses are equipped with various tire sizes. CITY requires CONTRACTOR use a major brand name tire OEM. CONTRACTOR shall replace tires on vehicles using tire OEM replacement guidelines and shall ensure that the size and load capacity specified by the various vehicle OEM is used. CONTRACTOR shall not use retreaded tires.

4.16.30 In the event CITY implements exterior advertising on CITY owned operated vehicles, CITY shall be responsible for installation of ad frames on buses. CONTRACTOR shall install and remove all exterior advertising, including but not limited to special events and/or advertising campaigns. CONTRACTOR shall be responsible for replacement of any damaged or beyond useful life ad frames, cleaning frames and or ads, changing ads in frames and maintaining a current list buses with specific ads. In the event CITY begins using frameless advertising, applied to the side/rear of buses, CITY shall provide to CONTRACTOR all such advertising and required equipment, and CONTRACTOR shall remove and install the frameless ads.

Proposer shall submit their vehicle maintenance plan to ensure that each vehicle is maintained as per the requirements within this scope of work.

4.17 VEHICLE CLEANING & DISINFECTING REQUIREMENTS:

4.17.1 CONTRACTOR shall clean and disinfect each vehicle interior and wash the exterior prior to placing it into revenue service. CONTRACTOR may elect to wash the exterior of vehicles every other day provided the vehicle has a neat and

clean exterior appearance. The exception is during inclement weather (rain / snow) when washing cycles may be suspended. High vehicle appearance standards and cleanliness are expected and shall be routinely monitored by CITY.

4.17.2 CITY owned vehicles shall have the following completed prior to being placed into revenue service:

Interior	Exterior
All vehicle interior and exterior window surfaces shall be clean.	All vehicle exterior surfaces washed and cleaned. Including tires, rims & exterior of windows dried after washing to minimize water spotting. Exterior ad racks and displayed ads shall be cleaned.
Floors shall be cleaned, mopped, and sanitized as needed	Exterior surfaces shall remain free of water spots and calcium build up.
Graffiti and vandalism shall be removed from vehicle's exterior, seats and passenger compartments	
Loose paper and other articles shall be removed. Papers and other articles shall not be placed on the dashboard	
Gum or other articles stuck on floors, seats, and interior surfaces removed. Floors will be cleaned and periodically polished.	
Handprints, marks, grime, and dust on interiors shall be cleaned.	
All interior surfaces, sidewalls, passenger safety rails, driver and passenger seats, vehicle dash area and driver compartment and driver barriers shall be cleaned and sanitized on a daily basis. ¹	
Passenger and driver compartments shall remain free of offensive odors	

¹4.17.3 CONTRACTOR shall use a disinfecting agent daily on all interior surfaces within the passenger cabin that is effective against viruses including Hepatitis, and the SARS-CoV-2 virus.

4.17.3.1 CONTRACTOR may use portable foggers (mistors) that alter the cleaning agent into a vapor that quickly disperses the disinfectant evenly

throughout the passenger cabin of the bus. The mist will settle on various surfaces, disinfecting and deodorizing everything it touches.

4.17.4 All passenger notices (CarCards) will be placed in designated display locations on vehicles, that include but are not limited to card tracks above passenger windows and in the display rack mounted on the rear driver barrier (adhesive tape shall not be used to hold these notices). CITY shall produce CarCard special announcement notices and CONTRACTOR may be required to pick-up CarCards and other materials at CITY CITYs.

Proposer shall submit their plan to ensure that each vehicle's interior and exterior is thoroughly cleaned and disinfected prior to being placed into revenue service.

4.18 VEHICLE INSPECTION REQUIREMENTS:

4.18.1 CITY reserves the right, at its sole discretion, to inspect and place out of service temporarily or permanently, by notice to the CONTRACTOR, any vehicle the CONTRACTOR uses, or proposes to use for in-service operations. Reasons may include but are not limited to unsafe vehicle; vehicle in poor operating condition, or poor appearance due to body damage or use; uncleanliness; graffiti; torn, dirty or excessively worn upholstery and/or torn/damaged/dirty seats or flooring. Liquidated damages may be assessed for any vehicle placed out of service by the Arizona Department of Public Safety (ADPS), or other State, Federal, or CITY auditor/inspector. CITY may contract with a third party to inspect and report on CONTRACTOR's maintenance program and mechanical/safety status of CITY owned vehicles.

4.18.1.1 CITY or its agent shall document annually through a physical inspection of all city owned revenue vehicles to ensure that vehicles are maintained in a state of good repair.

4.18.2 Joint Vehicle Inspections: Vehicles issued to, returned, or replaced during and at the end of the contract period shall be jointly inspected by the CONTRACTOR and by a CITY representative, for, including but not limited to: mechanical condition, exterior/interior appearance, damage, and proper operation of all systems. The purpose of such inspections is to document vehicle condition at the time the vehicle is issued to CONTRACTOR or returned to the CITY by the CONTRACTOR. Upon return of the vehicle(s) to CITY control, CONTRACTOR shall make repairs as necessary to bring the vehicle to an acceptable operating condition, contingency fleet status, or for resale/auction. Repairs may be required for vehicles that still have service life on the following: major components, vehicle systems, vehicle exterior/interior and body, to include paint and decals. Fair wear and tear is accepted. Vehicles that are intended for resale or auction may require some degree of repair as required by CITY.

4.18.3 CONTRACTOR shall submit to CITY within three business days any vehicle inspection reports conducted by ADPS or any other State, or Federal auditors/inspectors for any grant funded vehicles as required by State or Federal Grant(s) for all CITY owned vehicles.

4.19 MAINTENANCE OF ELECTRONIC COMPONENTS:

4.19.1 CITY is responsible for the maintenance and repair of the electronic components listed below. In most cases installation or repair work on electronic components will be completed by local CITY contractors. CONTRACTOR shall deliver and pick up CITY vehicles at CITY contractor repair facilities.

4.19.2 The maintenance and repair of Hanover™ digital destination signs is the responsibility of the CITY. CONTRACTOR may be required to assist with updating the destination sign readings or install program updates as required.

4.19.3 The installation, maintenance and repair of all CITY's owned data and VoIP communication systems shall be the responsibility of CITY. CITY owned communications systems shall be installed on all City owned vehicles.

4.19.4 The installation, maintenance, and repair of the on-board SEON™ video surveillance and telemetry camera system shall be the responsibility of CITY. Upon approval by CITY CONTRACTOR may install other CONTRACTOR owned security or safety monitoring systems, e.g., DriveCam™.

4.19.5 CITY may replace or add alternative technology over the course of the contract. CONTRACTOR may be required to provide support services and transport vehicles to/from CITY contractor facilities for installation needs.

4.20 VEHICLE MAINTENANCE REPORTING REQUIREMENTS:

4.20.1 All reports/data and electronic files regarding the operation, maintenance, repair and fueling of the CITY fleet, including but not limited to data and or video/audio files from CITY equipment shall be regarded as CITY owned data. CITY reserves the right to add additional requirements for reporting and notification. CONTRACTOR is encouraged to utilize a maintenance management software program to manage and track vehicle repairs, PMI frequencies, including but not limited to work orders and vehicle maintenance costs. The program shall be capable of generating reports for export to a Microsoft Excel file format.

4.20.2 Immediate Notification Requirement:

4.20.2.1 Any collisions or safety incidents involving CITY's fleet, including but not limited to a vehicle fire or a significant fuel/fluid spill.

4.20.2.2 In the event of any hazardous spills involving CITY vehicles, including but not limited to fuel, coolant and oil, CONTRACTOR shall submit a report to CITY.

4.20.3 Daily Reporting Requirements:

4.20.3.1 Each weekday (excluding holidays) CONTRACTOR shall submit an electronic “Out of Service Report” to CITY detailing fleet status, the number of vehicles available for service and reasons vehicles are out of service.

4.20.4 Monthly Reporting Requirements:

4.20.4.1 CONTRACTOR shall submit the following monthly maintenance reports to CITY on or before the fifteenth of each month.

- 1) Miles Between Major Road Calls, providing a previous fiscal year to current fiscal year comparison.
- 2) Road Calls by Category, cumulative year-to-date.
- 3) Fuel consumption detail by CITY owned vehicle for fueling activity of the CITY contracted card lock fueling station.
- 4) Monthly mileage by sub fleet e.g.: Fixed route; Microtransit (total miles travelled, and miles per gallon for each vehicle).
- 5) Month to date Preventative Maintenance Inspection (PMI) summary to include the number of PMI(s) performed on time and within the OEM specifications for the fiscal year.
- 6) Monthly Cost Per Mile data, parts, labor, miles, and total cost per mile by fleet/vehicle number.
- 7) Summary of any warranty work, including but not limited to vehicle number, details of the warranty claim, amount paid or rejected under the warranty.

4.20.4.2 CONTRACTOR shall submit these reports to CITY electronically in Microsoft™ Excel and/or other programs contained in the Microsoft™ CITY suite.

4.20.4.3 CITY may at its discretion remove or add a report(s) from the requirements or refine report requirements as needed to monitor the maintenance cost and condition of the CONTRACTOR operated fleet.

4.20.5 Quarterly and Other Reporting Requirements:

4.20.5.1 Once per calendar quarter, CONTRACTOR will submit a narrative report or request a meeting with CITY staff regarding any on-going maintenance issues, concerns, or problems. This shall serve as a dialogue and feedback mechanism for identifying any issues of concern that require resolution.

4.20.6 CONTRACTOR shall also provide fleet status and other data reporting as required by the FTA or the State of Arizona.

4.21 OPERATIONS FACILITY REQUIREMENTS:

4.21.1 CITY shall provide to CONTRACTOR and maintain at its sole expense a facility located within the city limits of Sedona (hereinafter referred to as the FACILITY). The FACILITY shall be sufficient to support; vehicle washing / disinfecting, communications, training, and administrative activities.

4.21.1.1 Vehicle maintenance activities shall not be performed at the FACILITY. CONTRACTOR may directly provide these services at an alternative site provided by CONTRACTOR or subcontract / outsource all vehicle maintenance activities as required herein.

4.21.1.2 Working with the CITY, Creative Bus Sales has authorized a fleet maintenance firm located in Camp Verde to provide all warranty work, PMI(s), and general repairs for all of their product lines to include buses with the Hybrid upfit.

4.21.2 CITY shall at its sole cost establish high-speed internet service to the FACILITY. CITY agrees to pay the monthly costs for the FACILITY to include internet and telecommunication access expenses. CONTRACTOR shall pay for all other utility expenses to include electric, gas and water.

4.21.3 CONTRACTOR shall at their sole expense be responsible for all move-in costs to the FACILITY.

4.21.4 CONTRACTOR shall provide at their sole expense all office furniture, computers, workstations, and other office equipment / supplies as necessary to fulfil the requirements of this scope of work.

4.21.5 CITY shall ensure that the FACILITY complies with the Barrier Free Design Standards issued in the Friday, September 6, 1991, Federal Register (49 CFR 27,37 and 38) and as amended October 19, 2011.

4.21.6 CITY shall provide all presentative maintenance to include landscape maintenance, plumbing, electrical, HVAC and structural repairs to FACILITY.

4.21.7 CONTRACTOR shall maintain the FACILITY to ensure that it remains clean and presentable to the general public. CONTRACTOR at its sole expense maintain all janitorial services required at the FACILITY.

4.21.8 CONTRACTOR shall be financially responsible for any damage to the FACILITY that is the result of intentional misuse or gross negligence by CONTRACTOR or its employees.

4.22 LIQUIDATED DAMAGES:

4.22.1 CITY has determined that there are key performance indicators that are essential to providing efficient and valuable services to its customers. The financial impact of failure to meet or exceed these indicators cannot in all cases be accurately measured, however, could expose CITY to the loss of state and federal funding, claims for monetary damages, and possible litigation. Therefore, CITY has determined that financial consequences, as liquidated damages, may be assessed to the CONTRACTOR should certain circumstances arise. CITY shall collect any damages assessed under this section as a deduction from any other amount payable to CONTRACTOR.

4.22.2 Any liquidated damages assessed and received as described herein shall not constrain CITY from receiving additional recompense where said damages can be proven, nor shall payment of any liquidated damage in-itself absolve or find the CONTRACTOR of being in material breach of the contract.

4.22.3 Prior to the assessment of any liquidated damages; CITY shall notify the CONTRACTOR in writing of the violation and of CITY's intent to assess liquidated damages.

4.22.4 CONTRACTOR shall be given an opportunity to respond to CITY's Contract Administrator within ten calendar days of notice.

4.22.5 All appeals of this nature shall be submitted in writing. Disputes arising concerning the intended assessment of any liquidated damages, which are not resolved by mutual agreement of the parties authorized representatives, shall be decided by the CITY Manager or his/her designee.

4.22.6 Should it be determined that liquidated damages are to be imposed, CITY may deduct the amounts owed in U.S. dollars from CONTRACTOR'S invoice(s) for services rendered.

4.22.7 Should any entity assess liquidated damages to CITY for the actions, inactions, or omissions of the CONTRACTOR or its agents, the liquidated damages assessed to the CONTRACTOR shall be equal in US dollars to that suffered by CITY and shall not constrain CITY from taking other legal action to seek additional damages from the CONTRACTOR should it be required.

4.22.8 By accepting the terms and conditions of the CONTRACT, the CONTRACTOR agrees to the following liquidated damages:

4.22.8.1 All applicable and appropriate liquidated damages shall be assessed to the CONTRACTOR monthly for the previous month as follows:

LIQUIDATED DAMAGES & CONTRACT VIOLATIONS:

\$3,000 Per Incident
Failure of CITY owned vehicle to successfully pass a ADPS or other State or Federal vehicle inspection.
Failure to achieve a satisfactory rating during a random ADPS terminal safety inspection.
Failure to achieve a satisfactory rating during an FTA audit of the CONTRACTOR's U.S. DOT drug and alcohol compliance program.
Failure to operate a scheduled fixed route bus line or Microtransit route for an entire day.
\$1,000 Per Incident
Unqualified (non- licensed) Vehicle Operator operating a CITY owned vehicle while in revenue service.

\$500 Per Incident
Scheduled fixed route trip is not provided due to CONTRACTOR errors, no drivers available, late employee Etc.
CONTRACTOR fails to comply with <u>any</u> CITY reporting requirement.
Unauthorized use of CITY purchased fuel.
Failure to count & or report a minimum of 95% of all boarding passengers. (Per failed audit)
\$250 Per Incident
Failure to dispatch a CITY Microtransit vehicle to any scheduled customer pick up.
CONTRACTOR vehicle is placed in service without a working wheelchair lift, heating system, and/or air conditioning system.
Failure of CONTRACTOR to perform at least 80% of scheduled preventive maintenance inspections (PMI) on time on any CITY owned vehicle.
Verified failure by CONTRACTOR to follow CITY written policies and procedures.
\$150 Per Incident
Verified failure of CONTRACTOR to maintain vehicle cleaning requirements.
Verified failure of CONTRACTOR employee to document daily vehicle inspection report.
Verified failure of CONTRACTOR’s employee to comply with uniform, appearance, and personal hygiene requirements.
Verified Failure to respond to or document a customer complaint or failure to provide written response to CITY service report within 48 hours of receipt.
Verified failure of CONTRACTOR to collect the appropriate passenger fare.

Proposer shall agree to all liquidated damages as listed herein

4.21 SERVICE IMPLEMENTATION:

4.21.1 CONTRACTOR shall implement the services as described within this scope of work on Thursday March 3, 2022, at 12:01 AM Mountain Standard Time. Upon contract award, the CONTRACTOR shall meet with CITY’s Transit Administrator on a weekly basis or as needed to provide relevant updates and to coordinate all activities related to the implementation of services. CONTRACTOR will manage all specific tasks and deliverables required to successfully implement the project within the required timeline.

4.21.2 CONTRACTOR shall provide a qualified Transition Manager dedicated to ensuring a smooth transition / implementation of all services as specified within this scope of work. The Transition Manager shall remain dedicated solely to, and for the duration of the transition of services and shall not be assigned as part of the CONTRACTOR’s proposed managerial staff, nor assume the responsibilities of the Project Manager who is tasked to oversee the day-to-day operation.

Proposer shall submit with their proposal a project implementation timetable, which shall commence at the time of contract award, (tentatively scheduled for October 12, 2021).

Proposer's timetable should address all relevant tasks to include at a minimum, employee hiring & training, facilities preparation, and the development and implementation of the communications center and vehicle maintenance plan.

SECTION 5: SUBMISSION REQUIREMENTS:

The information provided in Proposer's submittal will be used for Proposal evaluation and award. Proposers shall submit the following information:

5.1 PROPOSER'S BACKGROUND, QUALIFICATIONS, & GENERAL INFORMATION:

5.1.1 Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the proposal. It is the intention of CITY to award a CONTRACT to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience, ability, sufficient capital, facilities, and infrastructure to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the proposal. To determine the degree of responsibility to be credited to the Proposer, CITY will weigh any evidence that the Proposer has performed satisfactorily other CONTRACTs of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work covered and/or specified in the proposal documents.

5.1.2 Proposer shall include information on their company's mission, history, executive leadership team, and organizational chart. Information shall include:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Location of the office servicing any Arizona account(s).
4. Number of employees both locally and nationally.
5. Location(s) from which employees will be assigned.
6. Name, address, and telephone number of the Proposer's point of contact for a CONTRACT resulting from this RFP.
7. A narrative describing why the Proposer is qualified to provide the services required within this RFP.
8. Length of time Proposer has been providing services described in this RFP. Please provide a brief description.
9. Proposer's Dun and Bradstreet number.
10. Resumes for key staff to be responsible for performance of any CONTRACT resulting from this RFP.

5.1.3 Proposer shall describe their experience in managing similar projects for any Government agencies and must provide names, phone numbers, etc. for a minimum of three references for whom proposer provided substantially the same amount and type of work and/or services as specified herein within the past three years.

5.1.4 Proposer must include in his proposal a complete disclosure for the past three (3) years of any alleged significant prior or ongoing CONTRACT failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. CITY reserves the right to reject any proposal based upon the Proposer's prior history with CITY or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet CONTRACT milestones or other contractual failures.

5.1.5 For all subcontractors that will be used on this project, Proposers must provide a minimum of two references from clients who used the subcontractor's service for similar projects within the last three years. Attach the information as "5.1.5, *Subcontractor Reference Information*" and include the following:

1. Client name;
2. Project description;
3. Project dates (starting and ending);
4. Technical environment;
5. Client project manager's name and telephone number.

5.1.6 Proposer shall provide the location and mailing address of the central office, if any, to administer and manage this CONTRACT. Proposer shall include the name, title, phone number, email address and resume of the individual(s) who will provide administrative oversight for this CONTRACT.

5.2 PROPOSER'S PROJECT IMPLEMENTATION PLAN:

5.2.1 Proposers shall identify their project implementation team. Information in this section should include the following for each proposed team member:

- B. Experience with similar projects
- C. Licenses & Qualifications
- D. Business resume

5.2.2 Proposers shall provide a summary of their overall strategy for providing all deliverables required within the scope of work and include a detailed implementation timeline for the project.

5.2.3 Proposers are encouraged to offer other technical or tactical solutions for consideration.

5.3 PROPOSER'S STATEMENT OF FINANCIAL QUALIFICATIONS:

5.3.1 Proposers shall provide the following information to attest to their financial qualifications:

- Name of Organization, Business Address, Telephone Number:
- Audited financial statements from the most current year as indicated by a copy of the latest audited financial statements. Attach and label as "*SECTION 5, Item # 5.3.1 - Description of Respondent - Financial Capability.*"
- Legal Status of Organization e.g.:

_____ For-profit corporation or joint venture corporation
_____ For-profit partnership or sole proprietorship
_____ Non-profit corporation
_____ Public Agency
_____ Other (identify)

- Credit References: Attach names, addresses, phone numbers and relation to offeror of at least three credit references including organization's bank of record. Label the attachment "*SECTION 5, Item # 5.3.1 Credit References.*"

5.4 PRICE PROPOSAL:

5.4.1 A FIXED FEE shall remain firm for the term of any CONTRACT entered into from this RFP.

5.4.2 Proposer shall submit its price proposal for the five-year base term of the CONTRACT and prices must include all cost and fees for work and/or services required by the scope of work.

5.4.3 Proposal shall submit a quote document that includes a summary of costs and projected earnings from operations (if any).

5.4.3.1 Proposer's quote document shall include pricing for everything necessary for the completion of work, services and fulfillment of the CONTRACT including but not limited to furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses, and permits required to complete the work in accordance with the CONTRACT documents, except as may be provided otherwise in the RFP documents.

5.4.3.2 PRICE DISCREPANCIES. In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern, and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with

the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

5.5 GENERAL SUBMITTAL SPECIFICATIONS:

5.5.1 NOMENCLATURES. The terms Successful Proposer, Successful CONTRACTOR, and CONTRACTOR may be used interchangeably in these specifications and shall refer exclusively to the firm with whom CITY enters into a CONTRACT because of this solicitation.

5.5.2 AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a CONTRACT for the execution of the work. Upon request of CITY, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of CITY, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute CONTRACTs on behalf of the corporation.

5.5.3 ACCEPTANCE PERIOD. Unless otherwise specified herein, proposals are firm for a period of ninety- (90) days.

5.5.4 ADDENDA ACKNOWLEDGMENT. Each proposal shall include specific acknowledgment of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

5.5.5 DISADVANTAGED BUSINESS ENTERPRISES. CITY hereby notifies all Proposers that it will affirmatively ensure that Disadvantaged Business Enterprises (DBE) shall be afforded full opportunity and consideration when submitting proposals in response to this invitation and will not be discriminated against on the grounds of race, color, gender, creed, or national origin when reviewing the proposals for award of CONTRACT.

5.5.6 CANCELLATION OF SOLICITATION. CITY may cancel this solicitation at any time.

5.5.7 COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, county, and CITY laws relative thereto.

5.5.8 CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as CONTRACT Documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment, and appurtenances necessary to perform the work as specified by the CONTRACT Documents. The failure or neglect of the Proposer to examine the CONTRACT Documents shall in no way relieve him from any obligations with respect to the solicitation or CONTRACT. The submission of a proposal shall constitute an acknowledgment upon which CITY may rely that the Proposer has thoroughly examined and is familiar with the CONTRACT documents. The failure or neglect of a Proposer to receive or examine any of the CONTRACT documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

5.5.9 DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers CITY may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers.

5.5.9.1 Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, CITY may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

5.5.10 DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are listed on the form entitled "Proposal Documents to Be Returned" and attached hereto.

5.5.11 FIRM PRICE PERIOD. Proposers' offer shall remain open and firm for a period of not less than ninety- (90) calendar days from the submittal deadline.

5.5.12 FORMATION OF CONTRACT. Proposer's signed proposal and CITY's written acceptance shall constitute a binding CONTRACT.

5.5.13 FUNDING: Over the life of the CONTRACT, this project may be funded, in part with financial assistance from the Federal Government, the State of Arizona and the CITY. The successful proposer will be required to comply with all terms and conditions prescribed for third party contracts between the United States of America, The Federal Transit Administration (FTA), the State of Arizona, and the CITY. The total Project budget will be determined by the final negotiated price between CITY and the successful proposer.

5.5.13.1 SECTION 5311 STATUTORY AUTHORITY: Over the life of the CONTRACT, this project may be funded, in part with financial assistance from the 5311 Formula Grants program for Rural Areas Program, codified at 49 U.S.C. 5311 (Section 5311), is authorized under the provisions set forth in the Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law 112- 141. Under this program, the secretary may make grants to assist states and local governmental authorities in financing capital, operating, planning, and job access and reverse commute projects, associated with providing public transportation in rural areas. The Catalogue of Federal Domestic Assistance (CFDA) number for the Formula Grants for Rural Areas Program is **20.509**, Federal Agency: Federal Transit Administration, Pass Through Entity: Arizona Department of Transportation.

5.5.13.2 Should Federal or State financial assistance funding for this project be cancelled or substantially reduced, the project may be cancelled.

5.5.14 INDEPENDENT CONTRACTOR. Proposer must attest that they presently have no interest, and shall not acquire any interest, direct or indirect, financial, or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.

5.5.14.1 Proposer shall further attest that, in the performance of this CONTRACT, that no subcontractor or person having such an interest shall be employed by the CITY. Proposer certifies that to the best of his knowledge, no one has or will have any financial interest under this CONTRACT is an officer or employee of the CITY. It is expressly agreed by proposer that in the performance of the services required under this CONTRACT, proposer, and any of its subcontractors or employees, shall be considered independent contractors and not agents of the CITY.

5.5.15 INFORMED PROPOSER. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

5.5.15 INTERPRETATION OF CONTRACT DOCUMENTS. If any person is in doubt as to the true meaning of any part of the specifications or other CONTRACT documents, or finds discrepancies or omissions in the specifications, he may submit

to CITY a written request for an interpretation or correction. Requests for interpretations shall be made in writing attention Transit Administrator and delivered to CITY by mail at 102 Roadrunner Drive Sedona, AZ 86336-3710 or by e-mail to rweber@sedonaaz.gov no later than written requests for clarifications due date deadline. The requesting party is responsible for prompt delivery of any requests.

5.5.15.1 When CITY considers interpretations necessary, interpretations shall be in the form of an addendum to the CONTRACT documents, and when issued, will be sent as promptly as is practical to all parties recorded by CITY as having received proposal documents. All such addenda shall become a part of the proposal. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Proposer to ensure CITY has their correct business name and address on file. Any prospective Proposer who obtained a set of CONTRACT documents from anyone other than CITY is responsible for advising CITY that they have a set of CONTRACT documents and wish to receive subsequent Addenda.

5.5.16 NON-COLLUSION AFFIDAVIT. Proposers are required to submit a Non-Collusion Affidavit with their Proposals found in SECTION 10 - FORMS AND CERTIFICATIONS.

5.5.17 COSTS INCURRED. CITY is not liable for any costs incurred by Proposers before entering into a formal CONTRACT. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by CITY.

5.5.18 PROPOSAL, REJECTION OF. The CITY reserves the right to reject any or all proposals or any part thereof; to re-issue the RFP; to reject non-responsive or non-responsible proposal; to reject unbalanced responses; to reject responses where the terms, prices, or awards are conditioned upon another event; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Proposers be awarded a contract; and to reject proposals that are outside the City's budgeted amount for the materials or services that are the subject of the RFP. The City may seek clarification of the response from Proposer at any time, and failure to respond is cause for rejection. Submission of a proposal confers no right to an award or to a subsequent contract. The City will make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the Proposer and the City until the City executes a written contract or purchase order.

Final contract terms must be approved or signed by the appropriately authorized City official(s).

5.5.19 PROPOSER IS SOLE POINT OF CONTACT. The Successful Proposer will be the sole point of contact. CITY will look solely to the Successful Proposer for the performance of all contractual obligations that may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all subcontractors.

5.5.20 QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation must be submitted in writing, either be submitted by mail to the Transit Administrator, CITY of Sedona, 102 Roadrunner Drive Sedona, AZ 86336-3710, or by email to rweber@sedonaaz.gov no later than the submittal deadline for submission for written questions and clarifications. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Answers, if any, made by CITY will be sent in writing to all known proposal holders.

5.5.21 SUBCONTRACTOR COMPETENCY. The Successful Proposer will be required to establish to the satisfaction of CITY the competency, reliability and responsibility of the subcontractors proposed to furnish or perform the work described in the proposal documents. Before the award of the CONTRACT, CITY will notify the Proposer in writing if, after due investigation, if CITY has reasonable objection to any proposed subcontractor. If CITY has reasonable objection to any subcontractor the Proposer shall submit an acceptable substitute to CITY.

5.5.21.1 Persons and entities proposed by the Proposer to be used as subcontractors, and to whom CITY has made no reasonable objection, must be used on the work and/or services for which they were proposed and shall not be changed except with the written consent of CITY.

5.5.21.2 SUBCONTRACTOR INFORMATION. If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services. Place this information on the "Subcontractors List" Form found in SECTION10 FORMS AND CERTIFICATIONS.

5.5.22 TAXES. The successful Proposer shall pay all federal, state and taxes, levies, duties and assessments of every nature due in connection with any work and /or services under the proposal and shall indemnify and hold harmless CITY from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Proposal prices shall include allowance for all applicable taxes, if any.

5.5.23 TERMS OF THE OFFER. CITY reserves the right to negotiate final CONTRACT terms with any Proposer selected. The CONTRACT between the

parties will consist of the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of CITY during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed CONTRACT, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed CONTRACT. Proposer understands and acknowledges that the representations above are material and important and will be relied on by CITY in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from CITY of the facts relating to the proposal. Proposer must complete and submit the form COMPLIANCE OR EXCEPTION TO THE TERMS AND CONDITIONS OF THIS RFP which is found in SECTION 10 FORMS AND CERTIFICATIONS.

5.6 SUBMITTAL INSTRUCTIONS:

5.6.1 PROPOSAL SUBMITTAL: Proposals should be clearly labeled and submitted bearing the name of the Proposer, CITY RFP number, and Submittal Deadline.

5.6.2 SUBMITTAL DEADLINE: The Submittal Deadline is 5:00 PM. Mountain Standard Time, Thursday September 30, 2021. Proposals may be submitted any time before the Submittal Deadline. Proposals that do not arrive by the submittal deadline will not be accepted and will be returned to the Proposer unopened.

5.6.3 EXTENSION OF SUBMITTAL DEADLINE: CITY reserves the right to extend the Submittal Deadline when it is in the best interest of CITY.

5.6.4 SUBMITTAL METHOD. Proposals shall be submitted by the following method:

5.6.4.1 Proposals may be mailed to the CITY, attention **Transit Administrator, Sedona City Hall 102 Roadrunner Drive Sedona, AZ 86336-3710**. Proposals may be submitted by hand, by courier, or mailed in sealed envelopes or boxes and should be properly identified with the CITY RFP number and the Submittal Deadline. Proposals shall be submitted in the following format(s):

1. One (1) Copy of the printed / bound proposals shall be required
2. One (1) Electronic Copy stored on a USB "thumb" drive shall be required.

5.6.4.2 Proposals submitted via facsimile or electronically via email shall not be accepted nor considered. It is the responsibility of Proposers to see that their Proposals have sufficient time to be received by the CITY before the Submittal Deadline. CITY will not be held responsible for proposal submittals being mishandled as a result of the envelope / box not being properly prepared.

5.6.4.3 Proposers are solely responsible for ensuring their proposal is received by the CITY in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. The CITY shall not be responsible for any delays in mail or by common carriers or other errors, delays or mistaken delivery.

5.6.5 PROPOSAL COVER LETTER. The proposal must include a cover letter that identifies the proposing firm/organization, mailing address, contact person, and telephone number. The cover letter must acknowledge the receipt of all addenda issued to the Request For Proposal (RFP), and be signed by the individual who is authorized to negotiate and execute a CONTRACT on behalf of the proposing firm/organization.

5.6.6 PROPOSAL CONTENT. Proposer must describe in detail how they will meet the requirements of this RFP and may provide additional related information within the proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Scope of Services, Specifications, or Scope of Work and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposals should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found. Proposals must include all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements, and the Proposer's standard CONTRACT language. The omission of these documents may render a proposal non-responsive. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this CONTRACT, may be rejected.

5.6.7 PROPOSAL FORMS. Proposal forms can be found in SECTION 10 of this RFP. Proposals must be completed and submitted. Proposer may make additional copies of each as required.

5.6.8 WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by CITY's Transit Administrator before the Proposal Submittal Deadline. After that time, Proposers may not withdraw their Proposals for a period of thirty- (30) days from the date of opening.

5.6.9 PROPOSAL MODIFICATIONS. Any Proposer who wishes to make modifications to a proposal already received by CITY must withdraw their proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in

accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

5.6.10 SIGNATURE. To be considered for award, each proposal shall be signed by an authorized representative of the Proposer.

5.7.11 BID GUARANTEE - PROPOSAL SECURITY. Proposals shall be accompanied by cash, or a money order or certified cashier's check payable to the order of CITY OF SEDONA in the amount of Thirty-Five Thousand Dollars (\$35,000), or by a bond in said amount and payable to CITY OF SEDONA, signed by the Proposer and a corporate surety or by the Proposer and two sureties who shall justify before any officer competent to administer oaths, in double said amount over and above all statutory exemption. Said check shall be forfeited or said bond shall become payable in case the Proposer depositing the same does not, within **ten (10) consecutive calendar days** after written notice, execute this CONTRACT. See below for "Substitution of Securities for Retained Funds."

5.7 PROPOSAL EVALUATION & AWARD:

5.7.1 AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by CITY. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. CITY reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released unless requested in writing by an offeror. CITY shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of CITY offering the best value after all factors have been evaluated

5.7.2 AWARD EVALUATION CRITERIA. Evaluation Criteria and the weighted scoring that will be used to evaluate all proposals are listed below:

CRITERIA	WEIGHT	SCORE	COMMENTS/REASONS
Price Proposal Response			
Overall pricing proposed for the project	35		
Technical Proposal:			
Proposal Quality & Content: Ability to meet or exceed CITY’s requirements as expressed in the submitted proposal.	35		
Qualifications & Experience:			
Financial Qualifications.	5		
Business References.	5		
Project Manager and Staff Qualifications and Experience.	20		
Total Evaluation Ranking Score:			

5.7.2.1 The evaluation committee reserves the right to contact and evaluate the Proposer's and subcontractor's references; contact any Proposer to clarify any response; contact any current users of a Proposer’s services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal but shall make an award in the best interests of CITY.

5.7.3 Each of the above criterions will be given a point value based on information provided in the Proposal, CITY’s satisfaction with Proposer’s submittals and references. Award will be made to the Proposer obtaining the highest score.

5.7.4 AWARD SELECTION PROCESS. Selection of qualified Proposers will be based on the following:

5.7.4.1 Costs, quality, and completeness of submitted proposal, understanding of project objectives; project approach; experience and expertise with public transit agencies and similar types of efforts; and financial and business references.

5.7.4.2 Proposer’s ability to fulfill this CONTRACT as evidenced by, but not limited to, past experience with similar work, qualifications of personnel, financial capacity, and any other criteria deemed relevant by the CITY.

5.7.4.3 Proposer’s ability and past experience in complying with all local State and Federal laws and regulations.

5.7.5 Discussions may, at CITY 's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, CITY will not disclose information derived from proposals submitted by competing Proposers.

5.7.6 A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, CITY may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

5.7.7 Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated. Interviews will be held with the most qualified respondents. The recommended proposals will be submitted to CITY Counsel for contract approval. The Proposer selected will enter into a contract with CITY.

5.7.8 OPENING OF PROPOSALS: No Public Opening. Proposals shall remain sealed until the submittal deadline has passed and shall not be opened publicly, however, a list of the names of companies submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposal's information will be made public and may be inspected at the time of award.

5.7.8.1 Postponement of Opening. CITY reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the RFP or subsequent addenda.

SECTION 6: SPECIAL PROVISIONS FOR SERVICES/WORK:

6.1 ACCESSIBILITY. The CONTRACTOR shall be fully informed regarding any peculiarities and limitations of the driving areas and conditions of services/work under this CONTRACT.

6.2 BUSINESS LICENSE. CONTRACTOR must obtain an appropriate CITY Business License upon execution of the CONTRACT.

6.3 COOPERATION BETWEEN CONTRACTORS. CITY reserves the right to contract for and perform other or additional work and/or services on or near the work and/or near the services covered by these specifications. When separate CONTRACTs are let within the limits of any one project, each CONTRACTOR shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other CONTRACTORS. CONTRACTORS working on the same project shall cooperate with each other as directed. Each CONTRACTOR involved shall assume all liability, financial or otherwise, in connection with this CONTRACT and shall protect and save harmless CITY from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by CONTRACTOR because of the presence and operations of other CONTRACTORS working within the limits of the same project.

6.4 COORDINATION WITH AGENCIES. The CONTRACTOR shall coordinate their activities with the proper regulatory agencies and have their representative on site as required.

6.5 Coordination of Terms and Conditions: All documents within the RFP are intended to be complementary and to describe and provide a complete service/work project description. In the event there are inconsistencies or discrepancies between the provisions contained within, please contact the following individual for clarification:

Robert Weber
Transit Administrator
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336-3701
Desk: (928) 203-5086
Fax: (928) 204-7124

6.6 CORRESPONDENCE: All correspondence related to the proposal, or the CONTRACT must show:

RFP # PT-21-1 City of Sedona Request for Proposal for the Operation of Trailhead Shuttle & Micro Transit Services

6.7 DAMAGE: The CONTRACTOR shall be held responsible for any breakage, loss of CITY equipment, or supplies through negligence of the CONTRACTOR or his employee while working under this CONTRACT. The CONTRACTOR shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to CITY any damages to the premises or equipment resulting from services performed under this CONTRACT. Failure or refusal to restore or replace such damaged property will be a breach of this CONTRACT.

6.7.1 PROTECTION OF CITY PROPERTY. The CONTRACTOR shall be responsible for the protection of all existing CITY equipment, facilities, vehicles, computers, and furniture, within the proposed work/service operation area.

6.8 Prompt Payment to SUBCONTRACTORS: The CONTRACTOR agrees to pay each SUBCONTRACTOR under this prime CONTRACT for satisfactory performance of its CONTRACT no later than thirty (30) days from receipt of each payment made by CITY to the CONTRACTOR. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause and with prior written approval from CITY.

6.9 INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar **days** of award of CONTRACT, Successful CONTRACTOR shall furnish CITY with the Certificates of Insurance proving coverage as specified in SECTION 9 and naming CITY, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed may result in forfeiture of the Proposal Security.

6.10 LAWS: ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. The CONTRACTOR shall adhere to all applicable federal, state, county, and CITY laws, codes, and ordinances, including, but not limited to, those promulgated by ADOSH, FED-OSHA, EPA, the Arizona State Department of Health Services, and Arizona Department of Environmental Quality.

6.11 LENGTH OF CONTRACT: Five years with two (2), two (2) year option years, exercisable at the sole discretion of CITY.

6.12 RIGHTS RESERVED. (a) Rejection of Services. CONTRACTOR agrees that CITY has the right to make all final determinations as to whether the services has been satisfactorily completed. (b) Completion of Service. If CONTRACTOR fails to comply with the conditions of the CONTRACT or fails to complete or furnish the required services within the time stipulated, CITY reserves the right to complete the required services, at the expense of the CONTRACTOR, including but not limited to, by recourse to provisions of the performance bond if such bond is required under the conditions of this proposal.

6.13 WORKPLACE SAFETY, REQUIREMENTS. The successful CONTRACTOR shall comply with all general industry standards as required by the Arizona Division of Occupational Safety and Health (ADOSH).

6.14 WORK/SERVICE AREAS, INSPECTION OF. It is the responsibility of the CONTRACTOR to carefully and personally examine the various sites of the proposed work/service operation areas. CONTRACTORS are required to inspect site of work/service areas in order to judge for themselves, by personal examination or by such other means, as they may prefer, of the location of the driving environment and as to the actual conditions of and at the various sites of work/service areas. The submission of a proposal by a CONTRACTOR shall constitute the acknowledgment that it is relying on its own examination of the various sites of the proposed work/service operation areas and believes the scope(s) of work can be accomplished for the cost/price submitted in its proposal.

6.15 UNFORESEEN OBSTRUCTIONS. Should any unforeseen obstruction or impediment be encountered during the course of this CONTRACT the CONTRACTOR shall immediately bring it to the attention of CITY.

6.16 COOPERATIVE SERVICE AGREEMENTS: An award of contract resulting from this RFP may be extended for use to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this RFP who wish to cooperatively use the contract are subject to the approval of Proposer. Cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. § 11-952 and § 41-2632. The IGAs permit purchases of material, equipment, and services from proposers at the prices, terms and conditions contained in contracts originated between any and all of these agencies and a successful Respondent.

6.16.1 The city of Sedona is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools, cities, and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. § 11-952 and § 41-2632. The IGAs permit purchases of material, equipment, and services from proposers at the prices, terms and conditions contained in contracts originated between any and all of these agencies and a successful bidder.

SECTION 7: FEDERAL REGULATIONS, CLAUSES & REQUIREMENTS:

7.1 While the CONTRACT is in force, CONTRACTOR shall agree to adhere to the following Federal regulations, clauses, and requirements as they apply to the provision of services specified within the CONTRACT. The CONTRACTOR shall be required to complete and sign the compliance matrix entitled “FEDERAL REGULATIONS, CLAUSES, & REQUIREMENTS” found in the separate Microsoft TMWord file within this RFP named “SECTION 10 “FORMS & CERTIFICATIONS.”

7.1.1 ACCESS TO RECORDS & REPORTS:

1. Record Retention. The CONTRACTOR will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the CONTRACT, including, but not limited to, data, documents, reports, statistics, subcontracts, leases, written MOU(s), arrangements, other third-party CONTRACTs of any type, and supporting materials related to those records.
2. Retention Period. The CONTRACTOR agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The CONTRACTOR shall maintain all books, records, accounts and reports required under this CONTRACT for a period of at not less than three (3) years after the date of termination or expiration of this CONTRACT, except in the event of litigation or settlement of claims arising from the performance of this CONTRACT, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The CONTRACTOR agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this CONTRACT as reasonably may be required.
4. d. Access to the Sites of Performance. The CONTRACTOR agrees to permit FTA and its contractors’ access to the sites of performance under this CONTRACT as reasonably may be required.

7.1.2 AMERICANS WITH DISABILITIES ACT (ADA):

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The CONTRACTOR also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made

available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the CONTRACTOR agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the project.

7.1.3 BYRD ANTI-LOBBYING AMENDMENT:

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

7.1.4 CHARTER SERVICE:

The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a) Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b) FTA regulations, “Charter Service,” 49 C.F.R. part 604;
- c) Any other federal Charter Service regulations; or
- d) Federal guidance, except as FTA determines otherwise in writing.

The CONTRACTOR agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- 8 Barring it or any subcontractors or operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- 9 Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
- 10 Any other appropriate remedy that may apply.

The CONTRACTOR should also include the substance of this clause in each subcontract that may involve operating public transit services.

7.1.5 CIVIL RIGHTS LAWS AND REGULATIONS:

The CONTRACTOR shall agree to adhere to the following Federal Civil Rights laws and regulations, which shall apply to the CONTRACT:

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

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

b) **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

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

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

telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

5) Civil Rights and Equal Opportunity. The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this CONTRACT, the CONTRACTOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

b) **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

c) **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to

refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any Implementing requirements FTA may issue.

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

e) **Promoting Free Speech and Religious Liberty.** The CONTRACTOR shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

7.1.6 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional

Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

7.1.6.1 Clean Air Act:

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

7.1.6.2 Federal Water Pollution Control Act:

- 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 Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

7.1.7 CONFORMANCE WITH ITS NATIONAL ARCHITECTURE:

- 1) All Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards (23 CFR Part 655 and 940). Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional’s ITS architecture.
- 2) The State of Arizona has adopted and published its Regional ITS Architecture plan, which can be found at:

<https://azdot.gov/planning/transportation-studies/completed-transportation-studies/arizona-statewide-its-architecture>

- 3) CONTRACTOR provided ITS software, technology, and equipment must be supported by a written assessment (Systems Engineering Analysis) and documented within the State of Arizona’s Regional ITS Architecture as per FTA Guidance. The U.S. DOT/FTA National ITS Architecture Consistency Policy for Transit Projects can be found at:

https://www.transit.dot.gov/sites/fta.dot.gov/files/ITS_Consistency_Policy.pdf

7.1.8 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

- A. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- B. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- C. Under 40 U.S.C. § 3702, each CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- D. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- E. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:
- a) Overtime requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
 - c) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.”

7.1.9 DEBARMENT AND SUSPENSION:

Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, 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 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, 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.

7.1.10 DISADVANTAGED BUSINESS ENTERPRISE (DBE):

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this CONTRACT. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts.

Failure by the CONTRACTOR to carry out these requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

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

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

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

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

7.1.11 DHS SEAL, LOGO, AND FLAGS:

The CONTRACTOR shall not use Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

7.1.12 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.

7.1.13 EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this CONTRACT, the CONTRACTOR agrees as follows:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

4) The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the CONTRACTOR's non-compliance with the nondiscrimination clauses of this CONTRACT or with any of such rules, regulations, or orders, this CONTRACT may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

7.1.14 FEDERAL CHANGES:

49 CFR Part 18 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.

7.1.15 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, 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 the current FTA Circular 4220 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 Contract. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

7.1.16 NO U.S. GOVERNMENT OBLIGATION TO THIRD PARTIES:

The Agency 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 Agency, CONTRACTOR or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying CONTRACT. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7.1.17 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract."

7.1.18 PROMPT PAYMENT:

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

The CONTRACTOR must promptly notify the Agency, whenever a DBE subcontractor performing work related to this CONTRACT is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The CONTRACTOR may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

7.1.19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS:

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

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

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

Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

7.1.20 SAFE OPERATION OF MOTOR VEHICLES:

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

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

7.1.21 SUBSTANCE ABUSE REQUIREMENTS:

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 40 and 655, produce any documentation necessary to establish its compliance with parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or CITY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. parts 40 and 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with parts 40 and 655 and to submit the Management Information System (MIS) reports to the CITY.

7.1.22 SCHOOL BUS OPERATIONS

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

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

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

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

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

7.1.23 TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.

The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default.

Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later

determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure

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

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor.

Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default.

The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

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

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

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

Termination for Default (Construction)

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

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes

include; acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall:

(1) immediately discontinue all services affected (unless the notice directs otherwise), and

(2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for

default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination.

The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

7.1.24 VIOLATION AND BREACH OF CONTRACT:

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include. Rights and Remedies of Contractor Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that

such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

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

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor 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 Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

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 Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing

7.1.25 PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

7.1.26 NOTIFICATION TO FTA

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

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

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18 Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

7.1.27 FLY AMERICA

a) Definitions. As used in this clause—

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

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

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

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

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

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

SECTION 8: TERMS AND CONDITIONS:

8.1 ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful CONTRACTOR may not assign, transfer, or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of CITY.

8.2 ATTORNEY FEES. In the event that suit is brought to enforce or interpret any part of this proposal or resulting CONTRACT, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, a reasonable attorney's fee, including expert witness fees, as may be fixed by the court.

8.2.1 Unless otherwise directed by CITY, CONTRACTOR shall continue performance under this CONTRACT while matters in dispute are being resolved.

8.3 AUTHORITY OF CITY. Subject to the power and authority of CITY as provided by law in this CONTRACT, CITY shall in all cases determine the quantity, quality, and acceptability of the work, materials, and supplies for which payment is to be made under this CONTRACT. CITY shall decide the questions that may arise relative to the fulfillment of the CONTRACT or the obligations of the CONTRACTOR hereunder.

8.4 CANCELLATION OF THE CONTRACT. Without cause, CITY may cancel this CONTRACT at any time with thirty (30) days written notice to the CONTRACTOR. With cause, CITY may cancel this CONTRACT at any time with ten (10) days written notice to the CONTRACTOR. Cancellation for cause shall be at the discretion of CITY and shall be, but is not limited to, failure to supply the services, materials, or equipment specified within the time allowed or within the terms, conditions, or provisions of this CONTRACT. The successful CONTRACTOR shall not cancel this CONTRACT without giving one hundred eighty (180) days prior written notice to the City Manager.

8.5 DISPUTE RESOLUTION. Disputes arising in the performance of this CONTRACT which are not resolved by agreement of the parties shall be decided in writing by the CITY's City Manager. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the City Manager. 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 City Manager shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

Unless otherwise directed by CITY, CONTRACTOR shall continue performance under this CONTRACT while matters in dispute are being resolved.

8.6 COMPLIANCE OR DEVIATION TO SPECIFICATIONS. CONTRACTOR hereby agrees that the materials, equipment, or work/services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are

clearly indicated in the CONTRACTOR's response. CONTRACTOR may submit an attachment entitled "Exceptions to Specifications," which must be signed by CONTRACTOR's authorized representative. An explanation must be made for each item for which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Submittal of brochure(s) or other literature is encouraged but may not be a substitution for this requirement.

8.7 COMPLIANCE WITH LAWS. All Proposals shall comply with current federal, state, local and other laws relative thereto.

8.8 Right to Modify Proposal. CITY may extend the term of this Proposal, expand the scope of work, or otherwise amend the Proposal. Any such extension, expansion or amendment shall be effective only upon written agreement of the parties

8.9 CONTRACT INCORPORATION. This CONTRACT embodies the entire CONTRACT between CITY and the CONTRACTOR. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the CONTRACT shall be valid unless reduced to writing and signed by both parties. The complete CONTRACT shall include the entire contents of the RFP solicitation, all addenda, all of CONTRACTOR's successful submittal, supplemental agreements, change orders, applicable bond(s), and any and all written agreements which alter, amend, or extend the CONTRACT.

8.10 FORMATION OF CONTRACT. CONTRACTOR's signed Proposal and CITY's written acceptance shall constitute a binding CONTRACT.

8.11 LAWS GOVERNING CONTRACT. This Proposal and any resulting CONTRACT shall be governed and construed in accordance with the laws of the State of Arizona. The parties stipulate that this CONTRACT was entered into in the County of Yavapai, in the State of Arizona. The parties further stipulate that the County of Yavapai in the State of Arizona, is the only appropriate forum for any litigation resulting from a of breach hereof or any questions risen here from. All parties to this proposal and any resulting CONTRACT agree that the Venue shall be within the County of Yavapai, Arizona. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

8.12 PAYMENT PROCEDURES: All payments to CONTRACTOR for services rendered shall be paid in arrears, after the service has been provided. CONTRACTOR shall invoice CITY monthly for services rendered. CITY shall reimburse CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's invoice. The submission of incomplete or inaccurate invoices by CONTRACTOR may delay payments to CONTRACTOR.

8.13 CONTRACT AWARD PROTEST PROCEDURES:

8.13.1 General Procedures

a. Any CONTRACTOR or CONTRACTOR whose direct economic interest would be affected by the award of the CONTRACT or the failure to award the CONTRACT may file a protest, claim, or dispute with CITY pursuant to these protest procedures prior to filing any protest, claim, or dispute with the FTA.

b. Protests, claims, or disputes, where applicable, shall be in writing and filed with CITY directed to the City Manager, 102 Roadrunner Drive Sedona, AZ 86336-3710. FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS MAY RESULT IN REJECTION OF THE PROTEST.

8.13.2 Protest Before Proposal Opening

a. Protests shall be submitted in writing prior to the opening of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to the opening. In that case, the protest shall be submitted within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise to the protest. The protest shall clearly identify:

1. The name, address, and telephone number of the protester.
2. The grounds for the protest and any and all documentation to support the protest and the relief sought.
3. Steps that have been taken, to date, in an attempt to correct the alleged problem or concern.

8.13.3 Protest After Award

a. Any individual or entity may file a protest with CITY alleging a violation of applicable federal or state law and/or CITY policy or procedure relative to seeking, evaluating, and/or awarding the procurement CONTRACT. In addition, any individual or entity may file a protest with CITY alleging that CITY has failed to follow its Procurement Protest Procedures. Such protest must be filed no later than five (5) calendar days from the notice of award or non-award of the procurement CONTRACT.

b. A protest, dispute, or claim with respect to the award of a CONTRACT through solicitation of proposals shall be submitted in writing within five (5) days of notification of such award to the CITY Manager for a decision. All claims shall clearly identify:

- 1) The name, address, and telephone number of the protester.
- 2) The grounds for the protest any and all documentation to support the protest and the relief sought.
- 3) Steps that have been taken, to date, in an attempt to correct the alleged problem or concern.

c. A written decision by the CITY Manager stating the grounds for allowing or denying the protest will be mailed to the protestor prior to execution of the CONTRACT. Such decision shall be final unless the City Council accepts an appeal of the City Manager's decision.

i. FTA Protest Procedures:

- a. FTA is not a party to its recipients' third-party contracts and does not have any obligation to any participant in its recipients' third-party contracts. In general, FTA will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a federal concern. Examples of "Federal concerns" include, but are not limited to, situations "where a special Federal interest is declared because of program management concerns, possible mismanagement, impropriety, waste, or fraud." Nevertheless, FTA can become involved in the recipient's administrative decisions when a recipient's protest decision is appealed to FTA, or when the recipient seeks to use FTA assistance to support the costs of settlements or other resolutions of protests, disputes, claims, or litigation.
- b. FTA will only review protests submitted by an intercede party as defined in FTA Circular No C. 4220.1F. FTA's decision on any protest shall be final.

8.14 SEVERABILITY. If any provisions or portion of any provision of this CONTRACT are held invalid, illegal, or unenforceable, they shall be severed from the CONTRACT and the remaining provisions shall be valid and enforceable.

8.15 SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

8.16 SPECIFICATIONS, DEFINITION. The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation including, *but not limited to*, the Request For Proposals, Scope of Work, Submission Requirements, Special Provisions for Services, Federal Regulations, Clauses, and Requirements, General Terms and Conditions, Forms and Certificates, Proposed Equipment & Material Manufacturers form, Experience Statement,

Subcontractor's List, Workers Compensation Insurance Certificate, and Proposal Security Bid Bond.

8.17 TERMINATION OF THE CONTRACT:

8.17.1 Termination for Convenience

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

8.17.2. Termination for Default/Breach:

If the CONTRACTOR fails 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, CITY may terminate this CONTRACT for default. CITY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the default. The CONTRACTOR will only be paid the CONTRACT price for supplies delivered and accepted, or for services performed in accordance with the manner or performance required in this CONTRACT.

8.17.3 Termination for Force Majeure:

CITY may terminate this CONTRACT upon written notice from the CONTRACTOR for unforeseen causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes are those of acts of God, acts of the public enemy, governmental acts, or fires and pandemics whose causes irrecoverably disrupt or render impossible the CONTRACTOR's performance. An "act of God" shall mean an earthquake, flood, cyclone, pandemic, or other cataclysmic phenomenon of nature beyond the power of the CONTRACTOR to foresee or make preparation in defense against.

8.17.4 Opportunity to Cure:

CITY in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) calendar days within 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 CITY's satisfaction the breach or default, within ten (10) calendar days after receipt by CONTRACTOR of written notice

from CITY, CITY shall have the right to terminate the CONTRACT without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude CITY from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

8.17.5 Waiver of Remedies for any Breach:

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

SECTION 9: INSURANCE REQUIREMENTS:

9.1. GENERAL:

(a) CONTRACTOR, at its sole cost and expense, for the full term of this CONTRACT (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects CITY and ADOT and any insurance or self-insurance maintained by CITY and ADOT shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

(b) The insurance requirements herein are minimum requirements for this CONTRACT and in no way limit the indemnity covenants contained in this CONTRACT. All insurance required shall be provided by an insurance company admitted doing business in Arizona and holding a current A.M. Best rating A VII or higher, unless CONTRACTOR obtains prior written approval of CITY and ADOT.

(c) CITY in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work and services under this CONTRACT by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

9.2 TYPES OF INSURANCE AND MINIMUM LIMITS:

CONTRACTOR shall obtain and maintain during the term of this CONTRACT:

(a) Worker's Compensation and Employer's Liability Insurance in compliance with the statutory benefits allowed by the laws of the State of Arizona with limits of not less than one million dollars (\$1,000,000) per occurrence. This policy shall contain a waiver of subrogation against the CITY and ADOT.

(b) CONTRACTOR's vehicles used in the performance of this CONTRACT, including CITY owned, CONTRACTOR owned, non-owned, leased, or hired vehicles, shall each be covered with Commercial Automobile, Liability Insurance in the amount of ten million dollars (\$10,000,000) in combined single limit coverage per occurrence. This policy shall be endorsed to include language naming CITY and ADOT as an additional insured.

(c) CONTRACTOR shall obtain and maintain Commercial General Liability Insurance coverage in the minimum amount of three million dollars (\$3,000,000) in combined single limit coverage per occurrence, including bodily injury, personal injury, property damage and broad form contractual liability. Such insurance coverage shall include, without limitation contractual liability coverage adequate to meet the CONTRACTOR's indemnification obligations under this CONTRACT for:

- 1) Full Personal Injury coverage.
- 2) Broad form Property Damage coverage; and
- 3) The general liability policy must have a cross-liability clause in favor of CITY.
- 4) This policy shall be endorsed to include language naming CITY and ADOT as an additional insured.

9.3 OTHER INSURANCE PROVISIONS:

(a) Any deductible or self-insured retention (SIR) amounts on any of the above insurance coverages shall be disclosed and approved by CITY prior to award of the CONTRACT. It is at the sole approval of CITY to accept a deductible or SIR. The CONTRACTOR shall be responsible for payment of any deductible or SIR on the CONTRACTOR's policies without right of contribution from CITY. If, for whatever reason, CONTRACTOR is unable or unwilling to pay its SIR to obtain the necessary liability coverages required above, CITY shall have the option, to the fullest extent permitted by law, of paying the SIR on behalf of CONTRACTOR from any source, so as to maintain the liability coverages including Additional Insured protection.

(b) All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsements as a part of each policy:

1. "CITY, its officers, employees and agents are hereby added as additional insured's as respects the operations of the named insured." CITY, its officers, officials, agents, and employees will be additional insureds to the full limits of liability purchased by CONTRACTOR, even if those limits of liability are in excess of those required by the CONTRACT. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B GC 20 10 11 85.
2. The State of Arizona, ADOT/MVD and its officers, officials, agents, and employees to be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the City involving automobiles owned, leased, hired or borrowed by the City.

(c) The Workers' Compensation insurance required in 9.2. (a), above, shall be endorsed to waive any rights of subrogation against CITY, its officers, employees, and agents and the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees..

(d) All the insurance required herein shall contain the following clause: "It is agreed that this insurance shall not be canceled, or coverage reduced until thirty (30) days

after CITY and ADOT shall have been given written notice of such cancellation or reduction.”

(e) CONTRACTOR shall notify CITY in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this CONTRACT.

(f) CONTRACTOR agrees to provide CITY at or before the effective date of this CONTRACT with a certificate of insurance of the coverage required. Policy must provide coverage from the time any covered property becomes the responsibility of the CONTRACTOR and continue without interruption during provision of services including any time during which the covered property is being transported.

(g) If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT, the same shall be deemed a material breach of CONTRACT. CITY, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, CITY may purchase such required insurance coverage, and without further notice to CONTRACTOR, CITY may deduct the cost therefore from CONTRACTOR'S invoices charges.

(h) Coverage provided by CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this CONTRACT.

(i) CONTRACTOR's certificate(s) shall include all subcontractors as additional insureds under its policies or CONTRACTOR shall furnish to CITY separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

SECTION 10: FORMS AND CERTIFICATIONS:

All FTA and CITY forms/certifications are to be executed by each Proposer and enclosed with the proposal. Proposals received without these forms/certifications completed will not be considered.

Contact by mail, Telephone, or email the CITY's Transit Administrator for questions regarding forms and/or certifications.

Transit Administrator
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336-3710
Telephone (928) 203-5086
Fax:(928) 204-7124
E-mail: rweber@sedonaaz.gov

Note: All required electronic forms and certificates are included within a separate Microsoft [™]Word document within this RFP named “ Section 10 Forms & Certificates”

IMPORTANT NOTICE

10.1 PROPOSALS DOCUMENTS TO BE RETURNED

To be considered responsive, the following forms, certificates and/or statements must be completed and submitted on or before the Submittal Deadline. Compliance with these requirements is mandatory for contract award. The person signing the certification(s) shall state his address and official capacity.

1. Affidavit of Disadvantaged Business Enterprise and DBE Status Certification (if applicable)
2. Affidavit of Non-Collusion Certificate
3. Bidders/Proposers List Form
4. Certificate of lower-tier participants (Subcontractor) Debarment - *Notarized*
5. Certificate of Restrictions on Lobbying
6. Certificate of Primary Contractor Regarding Debarment – *Notarized*
7. Compliance or Exceptions to the Terms & Conditions of the RFP Form

8. DBE Subcontractor Participation Form
9. Fair Employment Practices Certification
10. Federal Regulations Compliance Matrix
11. Price Proposal Form
12. Proposal Security Bond
13. Proposer's Statement of Insurance Coverage
14. Subcontractor's List
15. Worker's Compensation Insurance Certificate

Failures to complete, sign (where required), and return the above proposal documents with the proposal may render it non-responsive.

SECTION 11 SAMPLE CONTRACT:

The following represents the **SAMPLE** CONTRACT that may result from this RFP.

**SAMPLE CONTRACT
FOR OPERATION OF
CITY OF SEDONA’S TRAILHEAD SHUTTLE AND MICROTRANSIT
SERVICE
PURSUANT TO
RFP # PT-21-1**

This Contract for Operation of City of Sedona’s Trailhead Shuttle and Microtransit Service pursuant to RFP # PT-21-1 (“Contract”) is entered into this ____ day of _____, 2021, by and between the City of Sedona, an Arizona municipal corporation (“CITY”), and (Name of Contractor), a(n) corporation/LLC (“CONTRACTOR”). CITY and CONTRACTOR are each a “Party” to the Agreement or together are “Parties” to the Agreement.

RECITALS

- i. CITY has caused specifications, and other contract documents, hereinafter referred to as "Specifications", to be prepared for certain work on the referenced project; and issued RFP# PT-21-1 (“RFP”) for transit services, to which CONTRACTOR provided a response (“Proposal”).
- ii. CITY selected CONTRACTOR’s Proposal as being in the best interest of CITY and wishes engage CONTRACTOR in providing the services described in the RFP and Proposal.

In consideration of the reciprocal promises contained in the Contract, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree as follows:

TERMS & CONDITIONS

- 1. SCOPE OF SERVICES** The CONTRACTOR will provide the necessary staff, services and associated resources to provide the CITY with the services and obligations described herein. CONTRACTOR will be responsible for all costs and expenses incurred by CONTRACTOR that are incident to the performance of the Scope of Services unless otherwise stated in the Contract. Except for vehicles and adequate workspace, CONTRACTOR will supply all equipment and instrumentalities necessary to perform the Scope of Service. All services described within the scope of services shall be provided with CITY owned vehicles.

1.1 CONTRACTOR shall provide the following services:
(*Scope of work/services to be added here.*)

1.2 The Contract is based on the RFP and Proposal which are hereby incorporated by reference into the Contract as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Services, the Parties acknowledge and agree that the CONTRACTOR shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the RFP and Proposal unless modified herein.

2. ADDITIONAL CONTRACT PARTS; ORDER OF PREFERENCE; RECITALS.

This Contract shall consist of the following documents, a copy of which are on file in the office of CITY and all of which are incorporated herein and made a part hereof by reference hereto:

- A. This signed and dated Contract;
- B. Request For Proposal RFP# PT-21-1 and any Addenda thereto;
- C. CONTRACTOR's Proposal/Executed Bid Form;
- E. Required Forms And Certifications.

2.1 In the event of any inconsistency between the terms of the Contract, the RFP, and the Proposal, the language of the documents will control in the same order as listed above in Section 3.

2.2 All Recitals are hereby incorporated by reference into the Contract as if written out and included herein.

3. CONTRACT TERM The term of this Contract is for five years from March 1, 2022 through February 28, 2027, subject to the cancellation provisions of Section 13. The use of the word "Term" in the Contract includes the aforementioned period as well as any applicable extensions or renewals. CONTRACTOR Fees for the five-year term shall be at a firm fixed price.

3.1 Renewals. Pursuant to Section 6, on the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two 2-year renewal periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then current Contract.

3.2 Extension for Procurement Processes. Upon the expiration of the Term of this Contract, including any renewal(s) permitted herein, at the CITY's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY's procurement processes in the selection of a vendor to provide the services/materials provided under this Contract. CITY will notify CONTRACTOR in writing of its intent to extend the Contract at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 4.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current Contract.

4. **CONTRACT PRICE.** CONTRACTOR shall faithfully perform each and every item of work and service required under this CONTRACT and shall be compensated at the unit prices bid as submitted on the Proposal. CONTRACTOR shall invoice the CITY monthly. Payments shall be made to the CONTRACTOR within thirty (30) calendar days of invoice acceptance.

4.1 Invoices. Payment will be made to CONTRACTOR following the CITY’s receipt of a properly completed invoice. No terms set forth in any invoice, purchase order or similar document issued by CONTRACTOR will be deemed accepted by the CITY; the terms of the contractual relationship between the Parties are as set forth in this Contract. A properly completed invoice should contain, at a minimum, all of the following:

- a. CONTRACTOR name, address, and contact information;
- b. CITY billing information;
- c. CITY contract number as listed on the first page of the Contract;
- d. Invoice number and date;
- e. Payment terms;
- f. Dates of service;
- g. Description of services provided;
- h. Applicable Taxes;
- i. Total amount due.

4.2 Disallowed Costs, Overpayment. If at any time the CITY determines that a cost for which payment was made to CONTRACTOR is a disallowed cost, such as an overpayment or a charge for service not in accordance with the Contract, the CITY will notify CONTRACTOR in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by CONTRACTOR in the amount of the disallowance, or to require repayment of the disallowed amount by CONTRACTOR. CONTRACTOR will be provided with the opportunity to respond to the notice.

4.3 CITY shall pay the CONTRACTOR the below listed prices as quoted by CONTRACTOR on the Proposal.

Year	Price
Year One	\$
Year Two	\$
Year Three	\$
Year Four	\$
Year Five	\$

4.4 All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Contract and include all costs of the CONTRACTOR providing the materials/service including insurance costs. The City shall not be invoiced at prices higher than those stated in the CONTRACT.

4.5 Price Adjustment. Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.5. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee CITY will accept a price adjustment therefore CONTRACTOR should be prepared for the pricing to be firm over the Term of the Contract. CITY is only willing to entertain price adjustments based on an increase to CONTRACTOR's actual expenses or other reasonable adjustment in providing the services under the Contract. If CITY agrees to the adjusted price terms, the CITY shall issue written approval of the change.

5. **OPTION TERMS.** CITY shall have the option to extend this Contract for the option term commencing March 1, 2027 – February 28, 2029, and a second option term from March 1, 2029 to February 28, 2031. CITY shall retain the sole discretion to exercise the option(s) to extend the CONTRACT.

6.1 The fees for each option period shall be negotiated and set by mutual agreement prior to any option term being exercised. Price Adjustment for Option Term. During the sixty (60) day period prior to the expiration date of the Contract, the CONTRACTOR may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld. During any option period CITY shall retain the right to terminate the CONTRACT pursuant to Section 13.

6. **NOTICE.**

Any notice or correspondence required or permitted to be given under this CONTRACT shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof. In the case of the CONTRACTOR also known as (CONTRACTOR name, Street address, City, State and Country and zip code. In the case of CITY, at 102 Roadrunner Drive, Sedona, AZ 86336, or at any other address which either party may subsequently designate in writing to the other party.

7. **INSURANCE REQUIREMENTS**

7.1. General:

(a) CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects CITY and ADOT. Any insurance or self-insurance maintained by CITY or ADOT shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

(b) The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. All insurance required shall be provided by an insurance company admitted doing business in Arizona and holding a

current A.M. Best rating A VII or higher, unless CONTRACTOR obtains prior written approval of CITY.

(c) CITY in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work and services under this Contract by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

7.2 Types of Insurance and Minimum Limits:

CONTRACTOR shall obtain and maintain during the term of this Contract:

(a) Worker's Compensation and Employer's Liability Insurance in compliance with the statutory benefits allowed by the laws of the State of Arizona with limits of not less than one million dollars (\$1,000,000) per occurrence. This policy shall contain a waiver of subrogation against the CITY and ADOT.

(b) CONTRACTOR's vehicles used in the performance of this Contract, including CITY owned, CONTRACTOR owned, non-owned, leased, or hired vehicles, shall each be covered with Commercial Automobile, Liability Insurance in the amount of ten million dollars (\$10,000,000) per occurrence. This policy shall be endorsed to include language naming CITY and ADOT as an additional insured.

(c) CONTRACTOR shall obtain and maintain Commercial General Liability Insurance coverage in the minimum amount of five million dollars (\$5,000,000) per occurrence, including bodily injury, personal injury, property damage and broad form contractual liability. Such insurance coverage shall include, without limitation, contractual liability coverage adequate to meet the CONTRACTOR's indemnification obligations under this Contract for:

1. Full Personal Injury coverage;
2. Broad form Property Damage coverage; and
3. The general liability policy must have a cross-liability clause in favor of CITY.
4. This policy shall be endorsed to include language naming CITY and ADOT as an additional insured.

7.3 Other Insurance Provisions:

(a) Any deductible or self-insured retention (SIR) amounts on any of the above insurance coverages shall be disclosed and approved by CITY prior to award of the Contract. It is at the sole approval of CITY to accept a deductible or SIR. The CONTRACTOR shall be responsible for payment of any deductible or SIR on the CONTRACTOR's policies without right of contribution from CITY. If, for whatever reason, CONTRACTOR is unable or unwilling to pay its SIR to obtain the necessary liability coverages required above, CITY shall have the option, to the fullest extent permitted by law, of paying the SIR on behalf of CONTRACTOR from any source, so as to maintain the liability coverages including Additional Insured protection.

(b) All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsements as a part of each policy:

1. “CITY, its officers, employees and agents are hereby added as additional insured’s as respects the operations of the named insured.” CITY, its officers, officials, agents, and employees will be additional insureds to the full limits of liability purchased by CONTRACTOR, even if those limits of liability are in excess of those required by the Contract. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc.’s Additional Insured, Form B GC 20 10 11 85.

2. The State of Arizona, ADOT/MVD and its officers, officials, agents, and employees to be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the City involving automobiles owned, leased, hired or borrowed by the City.

(c) The Workers’ Compensation insurance required in 9.2. (a), above, shall be endorsed to waive any rights of subrogation against CITY, its officers, employees, and agents and the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employee.

(d) All the insurance required herein shall contain the following clause: “It is agreed that this insurance shall not be canceled, or coverage reduced until thirty (30) days after CITY and ADOT shall have been given written notice of such cancellation or reduction.”

(e) CONTRACTOR shall notify CITY in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this Contract.

(f) CONTRACTOR agrees to provide CITY at or before the effective date of this Contract with a certificate of insurance of the coverage required. Policy must provide coverage from the time any covered property becomes the responsibility of the CONTRACTOR and continue without interruption during provision of services including any time during which the covered property is being transported.

(g) If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this Contract, the same shall be deemed a material breach of Contract. CITY, at its sole option, may terminate this Contract and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, CITY may purchase such required insurance coverage, and without further notice to CONTRACTOR, CITY may deduct the cost therefore from CONTRACTOR’S invoices charges.

(h) Coverage provided by CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this Contract.

(i) CONTRACTOR’S certificate(s) shall include all subcontractors as additional insureds under its policies or CONTRACTOR shall furnish to CITY separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

8. INDEMNIFICATION:

CONTRACTOR shall, to the extent permitted by law, indemnify, defend, and hold harmless CITY, its elected and appointed officials, officers, agents, employees, and volunteers, and its insurers, from any liability imposed for injury, claims or demands, including reasonable attorney’s fees, costs, and expenses, whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, of CONTRACTOR, or of anyone acting under CONTRACTOR’S direction or control or on its behalf, in connection with or incident to or arising out of the performance of this Contract, except to the extent that such liability arises from or is caused by the sole negligence or willful misconduct of CITY, its elected and appointed officials, officers, agents, employees or volunteers.

With respect to those claims arising from a professional error or omission, as well as employment practices liability, CONTRACTOR shall indemnify, defend and hold harmless CITY, its elected and appointed officials, officers, agents, employees, and volunteers, and its insurers, from any liability arising from the professionally negligent acts, errors or omissions of CONTRACTOR.

This indemnity and hold harmless provision survives the termination or expiration of the Contract and insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

9. NON-DISCRIMINATION ASSURANCE:

CONTRACTOR shall not discriminate on the basis of race, creed, color, national origin, gender, or sexual orientation or in the performance of this Contract. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as CITY deems appropriate. CONTRACTOR shall obtain the same assurances from its joint venture partners, and sub-contractors by including this assurance in all subcontracts entered into under this Contract.

10. GOVERNING LAW; VENUE; JURY TRIAL WAIVER:

This Contract shall be in accordance with the laws of the State of Arizona. Parties further stipulate that this Contract was entered into in the State of Arizona and the state is the only appropriate forum for any litigation as a result of breach of Contract. Venue shall be within County of Yavapai, Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Contract or the subject matter thereof and consent to a trial to the court.

11. TERMINATION:

This Contract may be terminated for a number of reasons as discussed below:

- 11.1 Termination for Convenience. CITY may terminate this Contract, in whole or in part, at any time by written notice to CONTRACTOR when it is in CITY's best interest. The CONTRACTOR shall be paid its costs, including Contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY.
- 11.2 Termination for Default, Breach or Cause. If the CONTRACTOR does not deliver supplies, materials or services in accordance with the scope of work, or if 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, CITY may terminate this Contract for default. Termination shall be effected by serving a notice of termination to the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default.

The CONTRACTOR will only be paid the Contract price for supplies, materials and services delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract. If it is later determined by CITY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of or are beyond the control of the CONTRACTOR, CITY, after setting up a new delivery or performance schedule, may allow the CONTRACTOR to continue work, or may treat the termination as a termination for convenience.

If the termination is for default, CITY may fix the fee to be paid the CONTRACTOR in proportion to the value of work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY and the parties shall negotiate the termination settlement to be paid the CONTRACTOR.

- 11.3 Opportunity to Cure. CITY, shall, in the case of a termination for breach or default, allow the CONTRACTOR up to five (5) calendar days 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 furnish or remedy to CITY's satisfaction, the breach or default or any of the terms or conditions of this Contract within five (5) calendar days after receipt by CONTRACTOR or written notice from CITY setting forth the nature of said breach or default, CITY shall have the right to terminate the Contract without any further obligation to CONTRACTOR.

Any such termination for default shall not in any way preclude CITY from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

- 11.4 Waiver of Remedies for any Breach. In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any term or condition of this Contract; such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other terms or conditions of this Contract.

Upon receipt of any notice from CITY to cancel and/or terminate work under this Contract, the CONTRACTOR shall:

Immediately discontinue all services affected unless the notice directs otherwise.

If the termination is for the convenience of CITY, CITY will make an equitable adjustment in the Contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the CONTRACTOR to fulfill the Contract obligations, CITY may complete the work required by the Contract or otherwise arrange for its completion and the CONTRACTOR shall be liable for any reasonable additional cost incurred by CITY.

12. **DISPUTE RESOLUTION:**

Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the City Manager. This decision shall be final and conclusive unless CONTRACTOR timely files a Notice of Claim and Complaint pursuant to A.R.S. §§ 12-821 and 12-821.01.

13. **LITIGATION:**

In the event of any dispute that results in litigation arising from or related to the services provided under this CONTRACT, the prevailing party will be entitled to recovery of all reasonable costs incurred, including that party's time, court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party and shall not require initiation of a separate legal proceeding.

Unless otherwise directed by CITY, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

14. **MISCELLANEOUS:**

14.1 Independent Contractor. It is expressly understood that the relationship of CONTRACTOR to the CITY will be that of an independent contractor. CONTRACTOR and all persons employed by CONTRACTOR, either directly or indirectly, are CONTRACTOR's employees, not CITY employees. Accordingly, CONTRACTOR and CONTRACTOR's employees are not entitled to any benefits provided to CITY employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded CITY employees. CONTRACTOR employees will not be regarded as CITY employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any CONTRACTOR employees or subcontractors assert a claim for wages or other employment benefits against the CITY, CONTRACTOR will defend, indemnify and hold harmless the CITY from all such claims.

14.2 Assignment. This Contract may not be assigned, either in whole or in part, without first receiving the CITY's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the CITY will have the right, at its option, to terminate the Contract. No granting of consent to any assignment will relieve CONTRACTOR from any of its obligations and liabilities under the Contract.

14.3 No Boycott Israel. By entering into this Contract, CONTRACTOR certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods and services as defined in A.R.S. § 35-393.01.

14.4 Public Records. CONTRACTOR acknowledges that the CITY is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 et seq.) and any documents related to this Contract may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

14.5 Audits and Records. The CITY or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the CITY may inspect all payroll, billing or other relevant records kept by CONTRACTOR in relation to the Contract. CONTRACTOR will permit such inspections and audits during normal business hours and upon reasonable notice by the CITY. The audit of records may occur at CONTRACTOR's place of business or at CITY offices, as determined by the CITY. CONTRACTOR must preserve the records related to this Contract for five (5) years after completion of the Contract.

14.6 Conflict of Interest (A.R.S. § 38-511). Pursuant to A.R.S. § 38-511, the CITY may cancel this Contract without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the CITY becomes an employee or agent of CONTRACTOR.

14.7 Cooperative Use of Contract. This Contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

14.8 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each is properly authorized and empowered to enter into the Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

15. AUTHENTICATION:

IN WITNESS WHEREOF, the parties have duly executed two (2) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Signed and authenticated by authorized representatives as follows:

CONTRACTOR:

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF SEDONA:

Signature: _____

Name: _____

Title: Transit Administrator

Date: _____

Approved to Form:

Signature: _____

Name: Kurt W. Christianson

Title: City Attorney, City of Sedona

Attest:

Signature: _____

Name: Susan L. Irvine

Title: City Clerk, City of Sedona

SECTION 12 APPENDIX:

12.1 APPENDIX LISTING:

Appendix A: Service Area Maps, Schedules, and approximate annual vehicle revenues hours for Trailhead Shuttles and Microtransit service.

Appendix B: Sedona Area Transit Implementation Plan Brochure

Appendix C: Sedona Area Transit Implementation Plan

SECTION 14: GLOSSARY OF TERMS:

DEFINITION OF TERMS: The following definitions may be used within the RFP documents:

ADA: The Americans with Disabilities Act of 1990

ADOT: Arizona Department of Transportation

ADPS: Arizona Department of Public Safety

After-Operations Vehicle Check: Operator inspection of vehicle upon completion of the service day.

Ambulatory Passenger: A passenger that is able to walk to, board, and disembark CITY transportation services.

Block: Segments of a scheduled route assigned among various vehicles and Operators. It follows the process of dividing the route into trips. Trips are pieced together into blocks of work that are relatively contiguous in space and time. The objective of blocking is to optimize the service schedule.

Call Stacker: Telephone communication equipment that allows placing of incoming telephone calls into priority for answering.

CFDA: Catalog of Federal Domestic Assistance

Coach Operator: CONTRACTOR vehicle operator

Coach Trade: A coach traded out, or replaced, with another coach during the service day

Companion: A person who voluntarily travels with an ADA eligible passenger who has the same origin and destination as the eligible passenger.

CONTRACTOR Administration: CONTRACTOR daily administration, supervision, operation, facility maintenance, dispatch, revenue handling, vehicle maintenance, storage, fueling, accountability and security of CITY equipment.

CONTRACTOR Same as Successful Proposer: Both refer to the party entering into a contract with CITY as a result of this solicitation.

DBE: Disadvantaged Business Enterprise

Deadhead: Operating coach to or from the yard or a route starting/ending point.

Deadline: Revenue vehicles placed out of service due to mechanical defects and or extensive damage.

Demand Responsive Service: Any service, which is not fixed route.

Denial Rate: Total number of trip denials divided by the total number of trip requests.

Dispatch: Facility where CONTRACTOR personnel assign and manage resources to provide CITY services and receive customer telephone calls.

Dispatch Records: Computer printouts of daily telephone service requests for CITY demand response services.

Dispatch Sheet: Sheet indicating daily Coach Operator and coach assignments.

DOT: U.S. Department of Transportation

Dress Code: CITY uniform/dress requirements.

Duty Card: Detailed instructions provided to the Coach Operator which include sign-in time, pre-trip vehicle inspection time, pull-out time, deadhead routing / time, revenue service segments, routing, timepoints, break / lunch periods, pull-in time, sign-out time.

EPA: Environmental Protection Agency (U.S.)

ETA: Estimated Time of Arrival

Evaluation Committee: An independent committee established by CITY to review, evaluate, and score the proposals, and to recommend award to the Proposer that submitted the proposal determined by the committee to be in the best interest of CITY.

Extended Period: Vehicle out of service more than seven (7) calendar days.

Fares: Cash or tickets purchased by passengers from CITY to access the service

Fixed Route Service: Service provided along a prescribed route according to a fixed schedule.

FPPA: Federal Procurement Policy Act (U.S.)

FTA: Federal Transit Administration

GVWR: Gross Vehicle Weight Rating

Headway: Interval or frequency between buses along a line

Inconvenienced Passenger: A passenger who is “inconvenienced” due to a schedule delay, vehicle accident or some other delay.

Joint Inspection Criteria: Vehicle operation and appearance criteria and standards applied to vehicles owned by CITY and operated by CONTRACTOR.

Joint Inspection of Vehicles: Collective CITY and CONTRACTOR inspection of vehicles before and after contract service term.

Maintenance Procedures: Adequate procedures to maintain CITY vehicles in good operating condition. Procedures adopted shall specify adherence to a maintenance plan, a preventive maintenance schedule, and performance measures.

Maintenance Records: Mileage at which major components were last changed, mileage at which vehicle was last serviced, oil and oil filters changed, and vehicle inspection forecast reports. The vehicle damage record on each vehicle will be updated at the time of joint inspection.

Major Component: Defined as an engine, transmission, differential, or wheelchair lift.

May: Indicates something that is not mandatory but permissible.

Missed Trip: A missed trip occurs when a scheduled trip is not made, not including passenger no-shows, but including trips not made due to schedule failure, mechanical failure, overbooking, or oversight. Missed trips will be logged and reported monthly.

CITY: The City of Sedona

Must/Shall: Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.

No-Show: A passenger is considered a no-show if the passenger fails to show up for a pickup, following reasonable inquiry, within five minutes of the scheduled pickup time. No-shows will be logged and reported monthly.

OEM: Original Equipment Manufacturer

OSHA: Occupational Safety and Health Administration (U.S.)

One-Way Trip: Travel between two points

Operating Employee: Coach operators, mechanics and supervisors, dispatchers or any personnel necessary to carry out services.

Out-of-Service Criteria: The ADPS out-of-service criteria used for determining when items require replacement, either at the time of vehicle issue to CONTRACTOR or at time of return of vehicle control to CITY. The standard to be followed is if CITY were to inspect and find an item, would that item be replaced/repaired or other maintenance action taken. If so, it is to be done by the party having control of the vehicle at that time.

Paratransit: The comparable transportation service required by the ADA for individuals with disabilities who are unable to use fixed route systems.

Passenger Boarding Count: Vehicle operator on-board count of passengers

Penalty: The sum which a party to a contract agrees to pay if it breaks some promise and, which having been arrived at by good faith effort to estimate actual damage that will probably ensue from breach, is recoverable as agreed damages if breach occurs.

Personal Care Attendant (PCA): A person, registered as an attendant, who travels with and assists eligible passengers.

Platform Hours: The total number of hours that a vehicle is in operation, measured from pull out to pull in time, including revenue, deadhead, and layover time; counted per vehicle.

Platform Miles: The total number of miles hours that a vehicle travels in operation, measured from pull out point to pull in point, including revenue and deadhead miles; counted per vehicle.

PMI: Preventative Maintenance Inspection

Pre-trip Vehicle Inspection: Driver's pre-service inspection to ensure all equipment, including wheelchair lifts, is operational and safe.

Project/Operations Manager: CONTRACTOR designee who shall oversee supervision and the proper operation of the services.

Proposal: The offer presented by the Proposer.

Proposer: The person or firm making the offer.

Public Information Materials: CITY public facing brochures, timetables, and other media promoting CITY transit services.

Pull-In: Return to yard with coach at end of run.

Pull-Out: Leave yard with coach to begin run

Reasonable Modification: is a reasonable structural or procedural change made to existing policy to afford a person with a disability access or other reasonable considerations while using public transit services.

Recovery Time: Planned time allowance between the arrival time of a just completed trip and the departure time of the next trip in order to allow the route to return to schedule if traffic, loading, or other conditions have made the trip arrive late. Recovery time is considered as reserve running time and typically, the Operator will remain on duty during the recovery period. (Recovery time is distinct from layover, although they are usually combined together.)

RFP: Request For Proposals.

Reservation: Passenger request for CITY on demand public dial-a-ride services made through CONTRACTOR's Dispatch Office

Responsible: refers to the bidder's ability to satisfactorily complete the scope of work or services as evidenced by such factors as experience in the field, financial qualifications and quality of submittals requested.

Responsive: refers to the bidder's completeness of bid/proposal submission in meeting the requirements and specifications of the bid solicitation such as bid/proposal form, bonds, certifications, and provision of information on prior experience.

Revenue: All farebox money or tickets collected by CONTRACTOR. All farebox revenue and tickets treated as public funds and retained by CITY.

Revenue Hour: The portion of platform time that a vehicle is in actual revenue service carrying passengers and collecting fares. Measured from passenger boarding time to passenger alighting time, counted per vehicle.

Revenue Mile: The portion of platform miles that a vehicle is in actual revenue service carrying passengers and collecting fares. Measured from passenger boarding point to passenger alighting point; counted per vehicle

Road Call: A road call is defined as any time when a mechanical failure (including a malfunctioning wheelchair lift and/or a securement device) on a vehicle requires technical or maintenance assistance during the service day.

Rostering: The process of combining daily runs to create complete weeks of work for Coach Operators.

Route: A regularly scheduled assignment of passenger pick-ups and drop-offs.

Route Number: A number assigned to each route.

Run: The hours (miles) the vehicle travels on the route in revenue service, typically from the beginning to the end of a route. It includes all travel and time from the point of the first passenger pickup to the last passenger drop-off.

Run Cut: The practice of assigning the **Blocks** created in the schedule building process to form Work (referred to as a **Run**) for a Coach Operator for a day.]

Running Hot: Operating ahead of the published schedule

STAA: Surface Transportation Assistance Act (U.S.)

Schedule Delay: A trip that has been delayed, for any reason, ten minutes or more.

Scheduled Revenue Trip: Revenue service that is provided for picking up and discharging passengers on a continuing and regular basis, i.e., "scheduled." A scheduled revenue trip appears on internal transit agency planning documents (e.g., duty card, trip tickets and public timetables).

Section 15 Financial And Non-Financial Data: Reporting requirements, mandated by Section 15 of the Urban Mass Transportation Act of 1964 as amended and administered by the Federal Transit Administration. CONTRACTOR shall be required to comply with applicable reporting requirements as defined by Section 15.

Section 5310 Program: Department of Transportation Grant Program with Local Match Funds

Service Animal: Any guide dog, signal dog, or other animal trained to work or perform tasks for an individual with a disability.

Service Interruption: Any disruption or delay in service in excess of 10 minutes.

Should: Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.

Submittal Deadline: The date and time on or before all proposals must be submitted.

Successful Proposer: The person, CONTRACTOR, or firm to whom the award is made.

Subscription Service: The practice of providing repetitive trips over an extended period of time without requiring that client call to request each trip.

Terminal: Beginning or ending point of a line

Terminal Inspection: Random ADPS Safety Compliance Inspection

Termination of Contract: CONTRACTOR failure to meet CITY qualifications specifications

Transfer Point: Bus stop location for passengers to transfer to other CITY transit lines

Turndowns (denials): Inability of CONTRACTOR to provide CITY on demand service to customer due to full capacity

Trip: A one-way ride with a single origin and a single destination.

USC: United States Code

Vehicle Inspection Forecast: Printout of scheduled preventative maintenance inspections (PMI) coming due.

VIR: Vehicle Inspection Report (VIR); also known as the “defect card,” completed by each operator driving the vehicle during the service day. Used to note any problems or defects with the coach.

VRH: Vehicle revenue hour is one vehicle in revenue service for one hour.

VRM: Vehicle revenue mile is one vehicle in revenue service for one mile.