

## **VEHICLES/LEASING (cont.)**

### **9.1 Safety/Inspections**

The Contractor shall perform daily inspections of all vehicles prior to the beginning of the day's service. Vehicles failing the daily inspection will not be used in service until the reason for the failure is corrected. Metro reserves the right to ensure that vehicles are being maintained properly and are in safe operating condition. Quality inspections will be made by Metro staff. If a vehicle fails inspection, it is barred from service until the problem(s) is corrected. Metro will supply appropriate pre-trip inspection cards.

Metro maintenance staff will conduct safety inspections on all vehicles used in Metro service on a quarterly basis. The Contractor will be responsible for transporting vehicles to and from Metro by the 30<sup>th</sup> day of each quarter on an established schedule for inspection. A list of any required repairs will be provided to the Contractor by Metro after the inspections are completed. The Contractor shall have three (3) weeks to complete the repairs and provide Metro with a copy of all work orders upon completion.

For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. Smoking, eating, or drinking will not be allowed on vehicles at any time. For safety, all vehicles shall have properly functioning seat belts. Metro may inspect vehicles at any time and may bar a vehicle from service until the problem(s) is corrected.

### **9.2 Maintenance on Vehicles Leased from Metro**

9.2.1 The vehicles leased to the Contractor shall be maintained by the Contractor, including but not limited to body, engine and equipment repair; towing service; and preventive maintenance inspections and repairs. The Contractor shall be responsible for damages to these vehicles.

Vehicles will receive preventive maintenance performed at 3,000-mile intervals. Preventative maintenance shall include but is not limited to changing oil and filter, chassis lube and other fluid levels checked and maintained. The Contractor shall maintain adequate records to enable Metro to verify that proper maintenance has been performed by the Contractor and submit copies of maintenance records to Metro as part of the monthly reporting. The Contractor shall maintain all vehicles in good working order at all times. The Contractor shall furnish all necessary fuels, oil, grease, filters and other fluids.

The Contractor shall contact the Metro Fleet and Facilities Manager for repair instructions for accident repair damages or mechanical repairs estimated to be in excess of \$500 prior to repairs being started. It will be the responsibility of Metro to approve the repairs or to advise the Contractor that repairs will be made by Metro staff and billed to the Contractor.

Metro reserves the right to remove vehicles needing major repairs exceeding \$500 from service and provide the Contractor with another vehicle. Metro reserves the right to make periodic inspections of equipment and maintenance records.

## **VEHICLES/LEASING (cont.)**

### 9.2.2 Vehicles for Hire

All vehicles must comply with Chapter 37 of the code of ordinances - City of Kalamazoo, Michigan vehicles for hire. Metro reserves the right to have removed from service any vehicle it deems to be unsafe or unsuitable for service.

### 9.2.3 Body and Interior Condition

Vehicle exteriors and interiors must be in sound condition, as evidenced by, but not limited to, no major dents or body damage, paint in good condition, no peeling decals, no broken or cracked windows, no torn or cracked seats and/or floor coverings, all door and window latches, locks and handles intact and operable.

### 9.2.4 Seats/Safety Belts

Forward-facing bench or individual seats are to be provided for all ambulatory passengers. A safety and shoulder belt for each passenger is required. Longitudinal seating for ambulatory passengers may be permitted if necessitated by vehicle design and interior layout. Use of longitudinal seating will be permitted on a case-by-case basis at the discretion of Metro. All passengers must comply with the State of Michigan Seat Belt Law. All vehicles must have adequate belts for passengers in mobility devices. Specifications on proper belt and securement devices can be found at: <http://www.gpo.gov/fdsys/pkg/CFR-1999-title49-vol1/pdf/CFR-1999-title49-vol1-sec38-23.pdf>

### 9.2.5 Heating/Air Conditioning

Vehicle heating and air conditioning (A/C) systems must be designated and maintained to provide for passenger comfort under all climatic conditions. Heated and cooled air must be evenly distributed in the vehicle interior. Air conditioning will be required on all vehicles and must be operable from May 1st through November 1st each year.

### 9.2.6 Other Equipment

All vehicles must have the following equipment:

- Fully adjustable exterior mirrors on both sides.
- Interior dome light.
- Spare tire, jack, and lug wrench.
- Portable "ABC" fire extinguisher secured on the vehicle.
- Flares and/or triangle reflectors.

## **VEHICLES/LEASING (cont.)**

### 9.2.7 Signage

No signs or advertising material will be permitted on or in vehicles while in service without the prior approval of Metro with the exception of "No Smoking" signs, procedural signs, signs indicating seat belt use is required or instructions on emergency procedures. The display of any personal items on vehicles shall not be permitted.

### 9.3 Road Calls

The Contractor will be responsible for all road calls. The determination of serviceability is first that of the Contractor, with Metro reserving the right to have a vehicle removed from service.

Detailed records of road calls and vehicle change-ups must be provided to Metro on a monthly basis. The Contractor shall inform Metro within twenty-four (24) hours of any vehicle that will be out of service for more than one (1) week or that has a serious mechanical failure.

### 9.4 Vehicle Cleaning

The Contractor is expected to keep the interior of all vehicles used in the provision of Metro service as clean as possible throughout the day. The Contractor shall provide all labor and materials necessary to service vehicles. "Servicing" includes washing and cleaning the exterior and interior, as well as removing trash and refuse from the vehicles. All vehicle interiors shall be cleaned daily and vehicle exteriors shall be cleaned a minimum of twice (2) per week.

### 9.5 Fuel

The Contractor shall be responsible for the fueling of all vehicles and the cost of the fuel. The amount and cost of both unleaded and diesel gasoline will be reported each month.

## **10. COMMUNICATIONS**

The Vehicles are equipped with a two-way communications system. The Contractor shall be responsible for all maintenance of the system. The Contractor is responsible for proper radio procedures and will be fully responsible for any actions and/or fines imposed by the Federal Communications Commission (FCC) for improper use of the system. The Contractor is responsible for all radio repairs and maintenance.

### 10.1 Samsung Galaxy Tablets

All Metro Connect vehicles are equipped with Samsung Galaxy Tab A 8" tablets with ParaScope software through CTS Software that works with the scheduling system. The tablets display the trip manifest electronically, trip information is updated in real time and data such as pickup and drop off odometers and times are captured immediately. The tablets use Google maps and a built in GPS to assist drivers from one stop location to the next.

## COMMUNICATIONS *(cont.)*

The ParaScope software includes electronic manifests/trip sheets, electronic vehicle inspections, real-time data capture of times and mileages, instant schedule updates, messaging between the driver and dispatch, vehicle tracking on standalone maps and electronic signature capture. The wireless tablets are interchangeable for any vehicle and have mounts in every vehicle, so any tablet can be used. They have car chargers so there is no hard wiring.

The Contractor shall be responsible for the maintenance and repair of all Samsung Galaxy tablets. A list of preventative maintenance measures will be provided to the Contractor. Metro will supply and install the tablets in all new vehicles. Any upgrades to the tablets or additional tablets will be provided by Metro. An online training program will be provided to the Contractor by Metro.

### 10.2 Vehicle Cameras

Metro Connect vans 9-946 and 9-947 and medium duty buses 9-73 through 9-77 are equipped with the Safety Vision Roadrecorder 6000 Pro Digital On-Board Monitoring and Surveillance System. The system utilizes an end-to-end digital video, audio and sensor recording approach. During recording, an “event save” can be triggered to protect data captured before and during an event. The system can store up to one hundred (100) saved or marked events. The events can be set to capture and save video for three (3) minutes to one (1) hour.

All information is stored on removable, shock-resistant mobile rated disk storage media and recorded in a secure file format with digital encryption. The system allows that any Safety Vision removable mobile rated disk can be used in any Safety Vision DVR in any vehicle.

The Contactor shall be responsible for all maintenance and repairs of the Safety Vision Roadrecorder system. For detailed information on the Safety Vision Roadrecorder system go to: <http://www.safetyvision.com/media/files/page/RoadRecorder-6000-PRO-Specifications.pdf>

## 11. CONTRACTOR’S FACILITIES, EQUIPMENT AND SUPPLY

### 11.1 Operation and Maintenance Facility

The Contactor shall provide and utilize its own facilities, equipment, parts and supplies not specifically identified as part of this contract, for the proper and timely operation of these programs. The facilities used will provide for adequate fleet maintenance and bus security. The facility shall also meet all Federal, State and local laws and regulations including but not limited to building codes and criterion set forth in the Americans with Disabilities Act. The facility shall be centrally located in Kalamazoo County and have a gated and secured lot for all Metro Connect vehicles.

## **CONTRACTOR’S FACILITIES, EQUIPMENT AND SUPPLY (cont.)**

### 11.2 Office Equipment and Supply

The Contractor is responsible for providing all necessary office equipment and supplies to conduct daily work activity. The Contractor shall have a facsimile (FAX) machine, capable of sending and receiving and turned on during all revenue service operation hours. The FAX machine will be utilized for weather reports, special notices, service requests and other types of information. A dedicated phone line separate from voice communication must be used for the FAX machine.

### 11.3 Email

The Contractor shall provide email accounts to all employees who work directly with Metro staff. Emails will be returned in a timely manner.

### 11.4 Security

The Contractor will maintain adequate security of the operations and maintenance facility to protect Metro owned equipment and vehicles and will protect Metro owned equipment and vehicles from damage and theft. The Contractor is responsible for any loss or damage of Metro owned equipment and vehicles.

### 11.5 Utilities

The Contractor is responsible for all utility services required as part of their operation including, but not limited to, water, sewer, solid waste disposal, street lighting, electricity, natural gas, telephone lines and equipment, including cell phones and internet access.

### 11.6 Parts Inventory

The Contractor shall maintain an adequate level of vehicle parts inventory to prevent excessive vehicle down time in both the preventive maintenance program and in unscheduled repair.

## **12. SERVICE STANDARDS**

The Contractor shall arrange for shared rides whenever possible, and at a minimum, whenever two or more recipients are traveling near the same places at approximately the same time.

Services are to be provided to passengers within a 30-minute window of the scheduled pick-up time. Drivers may arrive up to fifteen (15) minutes prior to the scheduled pick-up time. However, drivers may not leave a scheduled pick-up location until either all scheduled passengers have boarded or five (5) minutes past the scheduled pick-up time when the passenger(s) have not boarded the vehicle. Before departing any scheduled pick-up location, a driver must notify the Contractor’s dispatch office and receive permission from the dispatcher to record the trip as a “no show.”

### **SERVICE STANDARDS *(cont.)***

When a vehicle arrives at a scheduled pick-up more than fifteen (15) minutes after the scheduled pick-up time and the passenger boards the vehicle, the trip shall be classified as a “late trip.” If the passenger does not board the vehicle when it is more than fifteen (15) minutes past the scheduled pick-up time it will be classified as a “missed trip” and will not be counted as a no show. The contractor is responsible for documentation of all late and missed trips and for adjusting driver schedules to meet schedule adherence requirements. Repeated failure to comply with schedule adherence standards without reasonable cause will be grounds for termination of this contract.

The Contractor shall notify the client by telephone if the vehicle is anticipated to arrive more than fifteen (15) minutes later than the scheduled pick-up time. If the passenger does not receive any call within thirty (30) minutes of scheduled pick up time and still takes the trip, that trip will be free to the passenger and the Contractor will be responsible for paying for that trip. Likewise, the Contractor shall furnish a prompt telephone callback system to advise patrons of each and every trip or pick-up time which must be canceled or rescheduled, for whatever reason. The Contractor must be on time at least 95% of the time.

A performance penalty of 10% of the monthly contract cost will be levied for any month the contractor is on average late more than 5% of the time. Weather conditions will be taken into account if applicable.

Passengers will be dropped off at their destinations in a timely manner. Passengers should not be dropped off more than thirty (30) minutes prior to appointments, work or desired drop off times. Passengers will not be dropped off before buildings open and there is no place they can wait.

All ADA passenger trips should be comparable to trip distances and associated travel times to those of the fixed-route service areas where those trips take place to ensure there is no practice or pattern of excessive trip lengths. At least ninety-five (95) percent of complementary ADA paratransit trips shall have travel times equal to or less than comparable fixed-route travel times, taking into account the time it takes to walk to a stop, waiting times, in-vehicle times and transfer times. This standard may be relaxed at the direction of Metro, for example, in the event of inclement weather. Demand/Response passengers should not be kept on any vehicle longer than the reasonable amount of time to pick-up passengers along a route and complete the length of the route.

#### **12.1 Refusal of Service**

The Contractor shall not refuse service to anyone without prior approval from Metro. Metro will determine if a passenger has a level of behavior considered violent, seriously disruptive, illegal or pose a health or safety risk to others. Examples of such behavior include passengers who physically assault drivers or other passengers, passengers who attempt to exit the vehicle while in transit and verbal abuse of Contractor staff or other passengers.

## SERVICE STANDARDS (*cont.*)

### 12.2 Missed Trips

Missed trips are caused by the transit agency and not the riders. Missed trips result from trips that are requested, confirmed and scheduled but do not take place because:

- The vehicle arrives and leaves before the beginning of the pick-up window without picking up the passenger, who is not obligated to board until the scheduled time and five-minute wait time.
- The vehicle arrives after the end of the fifteen (15) minute pick-up window and departs without picking up the rider.
- The vehicle does not arrive at the pick-up location.
- The ride is missed due to scheduling, dispatching or driver error.

When any of these situations occur, drivers will contact Dispatch to verify the trip details and Dispatch will direct the driver and record the details of the missed trip. All missed trips will be recorded and be included in the monthly reporting.

### 12.3 Transport of Mobility Devices

The Contractor must allow riders who use mobility devices to board and ride accessible vehicles. A mobility device is defined as a mobility aid belonging to any class of three or more wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered.

Metro Connect will transport all mobility devices and occupants that the vehicle lift can physically and safely accommodate. Legitimate safety requirements include such circumstances as a mobility device of such size that it would block an aisle, be too large to fit on the lift, be too heavy for the lift to handle, fully enter the vehicle or would interfere with the safe evacuation of passengers in an emergency.

All mobility devices must be secured before transport can occur. The Contractor cannot impose a limitation on the transportation of mobility devices based on an inability of the securement system to secure the device to the Contractor's satisfaction. Specifications on securement devices can be found at: <http://www.gpo.gov/fdsys/pkg/CFR-1999-title49-vol1/pdf/CFR-1999-title49-vol1-sec38-23.pdf>. Drivers shall ask passengers if they want a lap and shoulder belt but cannot require the passenger to use them. Drivers may recommend that a passenger in a mobility device transfer to a seat but they cannot require them to do so.

Where necessary or upon request, the driver shall assist individuals with disabilities with boarding the vehicle and the use of securement systems, ramps and lifts. This does not include assuming the controls of powered mobility devices. Drivers shall let the mobility device user face either forward or backward on the lift unless there is an overriding safety concern that requires a specific direction. Drivers shall let any passenger use the lift upon request even though they are not using a mobility device. Information about mobility devices and their securement can be found at: <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/questions-and-answers-concerning-wheelchairs-and-bus-and>.

## **SERVICE STANDARDS *(cont.)***

### 12.4 Service Animals

The Contractor shall permit service animals to accompany individuals with disabilities in vehicles and facilities. A service animal is any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair or fetching dropped items.

Passengers cannot be required to provide documentation for their service animals but drivers can ask whether animals are service animals or pets and what task(s) they perform. Passengers with a service animal(s) are encouraged to inform scheduling they will be traveling with a service animal(s) but must be allowed to board with the service animal without notification. The Contractor cannot impose any limits on the number of service animals accompanying a rider. Service animals must remain under the passengers' control and pose no direct threat to the safety or health of drivers and other passengers.

Non-service animals will not be allowed to board without prior notification. All non-service animals must be contained within an approved pet carrier.

### 12.5 Respirators or Portable Oxygen Supply

The Contractor shall not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply, consistent with applicable DOT rules on transportation of hazardous materials. The commonly used portable oxygen concentrators are not considered hazardous and passengers shall use these as needed on the vehicle. Consideration shall be taken when scheduling passengers requiring oxygen as to trip length and time to allow for the use of oxygen.

### 12.6 No Strand Policy

No passengers will be left stranded at a destination. All passengers that have been transported to a destination and have a return trip home will be provided their return trip even if it is later than the original scheduled time or there are other circumstances that the rider could not take their originally scheduled time.

### 12.7 Inclement Weather Procedures

The Contractor shall provide service during periods of snow and/or other adverse conditions if Metro is also operating fixed-route service. In the event of inclement weather the Contractor Dispatch office will call the Metro Connect Program Manager to assess the weather situation. If the fixed-route buses are operating their normal routes, Metro Connect will maintain regular service as well in the ADA service area and assess out-county trips as needed.



### **SERVICE STANDARDS (cont.)**

If fixed-route buses are detouring from normal routing due to weather, the Contractor Dispatch will contact the Program Manager, Transportation Director or Deputy Director to assess what areas are serviceable for Metro Connect.

In the event that weather conditions or natural disasters make service impossible, Metro shall be empowered, after consultation with the Contractor, to temporarily suspend services or temporarily relax the service standards by telephone authorization to the Contractor. In the event of service suspensions, it is the Contractor's responsibility to contact all passengers that are scheduled to ride. Metro will post any service cuts on the Metro website and social media. Local media will be contacted in the event of extensive service cuts or suspension of service. Service standards shall be automatically relaxed in the event of snow, rain or other weather which significantly impacts the safe operation of vehicles at normal operating speeds.

All service cuts, deviations and service suspensions are to be approved by Metro. In the event of any service suspensions, it is the responsibility of the contractor to contact any riders who are awaiting transport and provide transport to riders who were previously transported back to their residences, safety permitting. If it is unsafe to transport riders to their residences, the contractor will ensure that such riders are transported to a safe location, approved by Metro. Under no circumstances shall the contractor leave any rider stranded at any time.

#### **12.8 Reasonable Modification**

Kalamazoo Metro provides reasonable modifications to individuals with disabilities by making changes to policies, practices and procedures if needed by an individual with a disability to access Metro's services including fixed-route service, ADA paratransit service and Demand/Response service, as long as the requests do not fundamentally alter the nature of the service, result in undo financial or administrative burdens or compromise safety.

Passengers can request reasonable modifications by calling Metro or the Contractor. In-service requests for modifications will be assessed at the time and granted if determined feasible.

### **13. DRIVER RESPONSIBILITIES**

- 13.1 Drivers must have possession of their driver manifests at all times during the provision of service. Manifests are to be completed at the conclusion of each trip.
- 13.2 Drivers must be courteous at all times and must provide customers with assistance in entering and exiting the vehicle.
- 13.3 Drivers will not discipline a passenger under any circumstances. In all instances requiring dispatch assistance, the driver shall submit a written report to the Contractor which, in turn, shall submit the report to Metro within twenty-four hours (24) of the incident. Incident Reports will be supplied by Metro.

**DRIVER RESPONSIBILITIES (cont.)**

- 13.4 Drivers may not carry unauthorized passengers, pets, or cargo; distribute food, beverages or other substances to passengers; or allow any other person to occupy the driver's seat.
- 13.5 Drivers may not eat, drink or smoke in the vehicle. Drivers shall request passengers to refrain from eating, drinking unless necessitated by a medical need or smoking in the vehicle.
- 13.6 In an emergency, passengers may be left in the vehicle or removed to a surrounding environment, whichever is safer. This requirement does not apply to circumstances when a driver leaves the vehicle to assist passengers in entering and leaving the vehicle.
- 13.7 Drivers may never push another vehicle with their vehicle or allow their vehicle to be pushed by another vehicle.
- 13.8 Drivers must make sure that all doors of the vehicle are closed while the vehicle is in motion.
- 13.9 Drivers may not fuel a vehicle while there are passengers on the vehicle.
- 13.10 For vehicles equipped with a ramp, drivers shall lower the ramp, then pull or push the mobility device into the proper securement location. Drivers shall secure the mobility device in the restraint system. Drivers shall attempt to secure the rider using appropriate restraining belts. All passengers riding in the front seat of a Metro Connect van must use seatbelts in accordance with the State of Michigan Seatbelt Law.
- 13.11 Drivers are required to make their presence known when at a customer pick-up site. After five minutes, the driver shall call the dispatcher to report a no-show.
- 13.12 Drivers shall neither solicit nor accept tips from passengers.
- 13.13 Drivers shall not use cell phones or other electronic or mobile devices and are not allowed to text while the vehicle is in service or there are passengers on board and the vehicle is not traveling.
- 13.14 All drivers must be properly licensed. Driving record checks with the State of Michigan must be submitted to Metro bi-annually for each driver.
- 13.15 Drivers must meet the following criteria to participate in the program:
  - 13.15.1 The Contractor shall review the current motor vehicle record of each applicant for the position of revenue vehicle operator and shall reject any applicant whose record contains five (5) or more infraction points within the last two (2) years, regardless of the type of vehicle that was being driven.
  - 13.15.2 All drivers shall have at least five (5) years of driving experience and are to have a valid Michigan chauffeur's license.

#### 14. BILLING

The Contractor shall bill Metro each month for services at the completion of each month for services rendered and accepted. Billings shall be for 1/12<sup>th</sup> of the annual cost of the contract and will include any adjustments as required in this contract.

An invoice with a breakdown of the cost of ADA and Demand/Response service shall be rendered by the 3<sup>rd</sup> day of each calendar month for services provided the previous month. All reporting statistics shall be rendered by the 7<sup>th</sup> day of each calendar month for services provided the previous month. Invoices will not be processed for payment until all required reports, forms, and information for the billing period have been received and verified.

Following preliminary verification of receipt of all required documentation, Metro shall pay the Contractor within thirty (30) days from the date of submission. Metro may, at any time, conduct an audit of any and/or all records kept by the Contractor for this service. Any overpayment uncovered in such an audit shall be charged against the Contractor's future invoices. Metro may withhold payment for services it believes were improper, failed to meet service specifications or are otherwise questionable.

#### 15. RECORDS AND REPORTS

##### Monthly Reporting

The Contractor shall be responsible for properly maintaining separate records and summaries for this service as deemed necessary by Metro. The Contractor shall provide a breakdown of service statistics for both ADA Access service and Demand/Response service individually along with a total for both services combined. The Contractor shall be required to submit to Metro the following information by the 7<sup>th</sup> of each month:

- 15.1 Financial information, including monthly expenses and revenues as required by the FTA.
- 15.2 Number of trips (weekday, Saturday and Sunday; urban and rural)  
-Number of trips provided for ADA certified passengers and Demand/Response passengers certified as a senior or individual with a disability; does not include personal care attendants or companions.
- 15.3 Number of Demand/Response trips taken by seniors (weekday, Saturday and Sunday; urban and rural)
- 15.4 Number of Demand/Response trips taken by individuals certified with a disability (weekday, Saturday and Sunday; urban and rural)
- 15.5 Number of late trips (weekday, Saturday and Sunday; urban and rural)  
-Number of trips that the passenger was picked up more than fifteen (15) minutes past the scheduled pick-up time and the number of minutes past the scheduled pickup time
- 15.6 Number and rate of early pickups (weekday, Saturday and Sunday; urban and rural)  
-Number of trips that the passenger boarded the vehicle prior to the scheduled pickup time and the number of minutes prior to the scheduled pick up time the passenger boarded the vehicle

**RECORDS AND REPORTS (cont.)**

- 15.7 On-time performance percentage for ADA and Demand/Response services (weekday, Saturday and Sunday; urban and rural)  
-Percentage that the vehicle arrived within fifteen (15) minutes of the scheduled pick-up time
- 15.8 Number of missed trips (weekday, Saturday and Sunday; urban and rural)  
-Number of trips that were missed due to scheduling, dispatch or driver error; such as the vehicle arrives and leaves before the scheduled pickup time, the vehicle arrives after the fifteen (15) minute window and departs without picking up the passenger or the vehicle does not arrive at the pickup location or other missed trips that are not the fault of the passenger
- 15.9 Number of cancellations (weekday, Saturday and Sunday; urban and rural)  
-Number of trips that were cancelled by passengers or agencies
- 15.10 Number of passenger requests (weekday, Saturday and Sunday; urban and rural)  
-Total number of trips scheduled whether taken or not broken down by telephone, online and email
- 15.11 Number of revenue service hours (weekday, Saturday and Sunday; urban and rural)  
-Total number of scheduled hours the transit vehicles were operated and available for passenger service
- 15.12 Number of actual vehicle hours (weekday, Saturday and Sunday; urban and rural)  
-Total number of hours the transit vehicles were operated
- 15.13 Number of revenue service miles (weekday, Saturday and Sunday; urban and rural)  
-Total miles traveled by the transit vehicles in regular passenger service
- 15.14 Number of actual vehicle miles (weekday, Saturday and Sunday; urban and rural)  
-Total miles traveled by all transit vehicles during the service month
- 15.15 Number of passenger miles (weekday, Saturday and Sunday; urban and rural)  
-Total miles ridden by each passenger
- 15.16 Number of trips by ambulatory and non-ambulatory passengers (weekday, Saturday and Sunday; urban and rural)  
-Total number of passengers who can walk with minimum assistance (ambulatory) and total number of passengers who use mobility devices
- 15.17 Number of Personal Care Attendants (weekday, Saturday and Sunday; urban and rural)  
-Total number of PCA's/Escorts assisting passengers on trips
- 15.18 Number of companion trips (weekday, Saturday and Sunday; urban and rural)  
-Number of companions (friends, relatives, etc.) who rode with scheduled passengers
- 15.19 Number of Ten Minute Stops (weekday, Saturday and Sunday; urban and rural)  
-Total number of stops to a second location during a scheduled trip

**RECORDS AND REPORTS (cont.)**

- 15.20 Number of No Shows with trip number (weekday, Saturday and Sunday; urban and rural)  
-Number of trips where a passenger calls to cancel less than hour before the scheduled pick-up time or does not appear within five (5) minutes of the scheduled pick-up time or tells the driver they do not wish to travel.
- 15.21 Number of accidents, with brief description of each (weekday, Saturday and Sunday; urban and rural)  
-Number of vehicle accidents that occurred during the service month
- 15.22 Number of County to County transfers (weekday, Saturday and Sunday)  
-Number of trips where Metro Connect met a vehicle from another county transit system to transfer a passenger
- 15.23 Number of trips to the Battle Creek Veteran’s Administration Hospital (weekday, Saturday and Sunday)
- 15.24 Number of Western Michigan University Student trips (weekday, Saturday and Sunday; ADA Access passengers only).  
-Number of trips taken by WMU students
- 15.25 Total fares collected (weekday, Saturday and Sunday; urban and rural)  
-Amount of cash and checks collected by drivers, excluding coupons  
-Breakdown of the number of checks by fare
- 15.26 Total number of coupons collected (weekday, Saturday and Sunday; urban and rural)  
-Total coupons collected broken down by service (ADA and Demand/Response)
- 15.27 Total number of vehicles used (weekday, Saturday and Sunday; urban and rural)  
-Total number of vehicles used in peak service
- 15.28 Number of complaints received by Contractor, with brief description of each and results of internal investigation. Complaint forms will be provided by Metro.
- 15.29 Number of road calls, with description of each.  
-Number of failures of some 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
- 15.30 End of month odometer reading for each vehicle leased from Metro
- 15.31 Other miscellaneous information as requested by Metro to meet various state, local, and federal reporting requirements
- 15.32 Gallons of fuel and cost used for each month of service broken down for diesel and unleaded fuel and cost of each

**RECORDS AND REPORTS (cont.)**

- 15.33 Number of non-accommodated trips (weekday, Saturday and Sunday; urban and rural)  
-Number of trips that are offered within 1 hour before or after the requested pick-up time but are declined by the passenger
- 15.34 Number of trips originating from each Jurisdiction (weekday, Saturday and Sunday)
- 15.35 Details of ADA denied trips (passenger name, date, time and destination)  
-Number of trips that cannot be scheduled within one (1) hour before or after the requested pick-up time. Denied Trip Forms will be provided by Metro and copies included with monthly report
- 15.36 Number of Nothing to Offer (NTO) trips (weekday, Saturday and Sunday; urban and rural)  
-Number of Demand/Response trips that could not be accommodated due to time slot capacity
- 15.37 Number of trips exceeding one (1) hour of travel time and the amount of time (weekday, Saturday and Sunday; ADA and Demand/Response)
- 15.38 Changes in staff (new hires, promotions and termination/resignation)  
-Information in regard to employee criminal history, motor vehicle record, pre-employment physical and license checks will be provided, as applicable. For each new hire, the Contractor will provide the date of hire, orientation, Right-to-Know and OSHA Blood Borne Pathogens training, Drug and Alcohol testing training, Accident/Injury/Incident Reporting training and the date the employee received his/her Employee Manual
- 15.39 Data on drug testing, including the number of tests completed by type (random, new hire, post-accident, reasonable cause and return to duty) and the number of positive and negative test results received in each category
- 15.40 Copies of preventative maintenance and repair work orders
- 15.41 Number of lift failures
- 15.42 Number and percentage of ADA Subscription Trips provided
- 15.43 Telephone data including the total number of incoming calls, the total number of outgoing calls, the average number of calls per day, the average wait time, the average length of the call and number of calls going to voicemail
- 15.44 Twice a year, the Contractor will provide Metro with copies of driving records received for the State of Michigan for all currently employed drivers

## **RECORDS AND REPORTS (cont.)**

### **Weekly Reporting**

15.44 Number of denied ADA trips and number of nothing to offer Demand/Response trips

15.45 Number of missed trips

15.46 Number of lift failures

Metro reserves the right to add/change/delete required records for proper reporting at the state, local, and/or federal level.

## **16. RISK MANAGEMENT POLICIES**

### **16.1 Vehicle Accidents**

Any time a vehicle used while in the provision of this service is involved in any type of accident or incident where a passenger sustained personal injury Metro shall be notified as soon as possible and a detailed report from the driver shall be completed and submitted to the Metro within twenty-four (24) hours. The appropriate police department shall be summoned any time a vehicle accident occurs. A police report of the accident shall also be included as

soon as it is available. A vehicle accident is defined as any time any transit vehicle comes in contact with another vehicle or physical property, regardless of whether damage occurred. At a minimum, the report shall include:

- 16.1.1 Date of accident
- 16.1.2 Time of accident
- 16.1.3 Driver's name
- 16.1.4 Vehicle identification number
- 16.1.5 Driver's description of accident, including diagrams
- 16.1.6 Individuals injured, including name, address, and telephone number
- 16.1.7 Witnesses, including name, address, and telephone number
- 16.1.8 Passengers, including name, address, and telephone number
- 16.1.9 Items 16.1.3 through 16.1.8, inclusive, for any vehicle involved other than the Contractor's
- 16.1.10 Estimate cost of damage
- 16.1.11 Post-Accident Testing Decision Report
- 16.1.12 Post-Accident drug and alcohol test results (if applicable)
- 16.1.13 NTD Major/Non-Major Incident Form (if applicable)

The Contractor is to inform Metro in writing with the FTA Major Incident Form, as soon as possible and no more than twenty-four (24) hours after each occurrence, of any accident involving a fatality, an injury requiring immediate medical attention away from the scene, estimated property damage equal to or exceeding \$25,000 or an evacuation for safety reasons. The Contractor is to inform Metro in writing with the FTA Non-Major Incident Form, within twenty-four (24) hours of each occurrence, of any accident where one or more injuries require medical attention away from the scene occurs or a fire requiring an act of suppression but not meeting the major incident threshold. A Post Accident Testing Decision

## **RISK MANAGEMENT POLICIES (cont.)**

Report will be completed for all accidents and will be turned to Metro along with the accident report within twenty-four (24) hours of all accidents.

### 16.2 Incidents

Incidents are defined as any circumstance in which a driver, passenger or vehicle is involved that has not resulted in a vehicle accident. Examples include, but are not limited to, personal injuries sustained by a passenger while boarding, deboarding, or in transit; a confrontation between a driver and passenger; a confrontation between two passengers; damage from occurrence other than vehicle accident; or any time any citizen requests emergency assistance from an operator. An incident report shall, at a minimum, include:

- 16.2.1 Date of incident
- 16.2.2 Time of incident
- 16.2.3 Driver's name
- 16.2.4 Identification of people or vehicles involved
- 16.2.5 Driver's description of incident
- 16.2.6 Injured individuals, including name, address and telephone number
- 16.2.7 Witnesses of the incident, including name, address and telephone number
- 16.2.8 Names and addresses of all involved parties
- 16.2.9 The post-incident drug and alcohol test results if the criteria are met

Detailed incident reports shall be submitted as soon as possible after the incident occurs and no more than twenty-four (24) hours after the incident.

### 16.3 Reporting of Other Incidents

The Contractor shall report immediately, or at the earliest possible opportunity, by phone or email, to Metro any incident with possible liability implications or which caused personal injury, unavoidable delay, or in any way significantly interfered with the strict performance of the delivery of services. The Contractor shall submit or cause a driver to submit a formal written report to Metro within twenty-four (24) hours of the initial notification.

Examples of incidents which must be reported include:

- 16.3.1 Any incident on board a vehicle that results in a physical altercation, whether between two passengers or between a passenger and the driver.
- 16.3.2 Any incident on board a vehicle that results in the injury of a passenger or driver.

- 16.4 Metro will supply the operator with the appropriate accident and incident report forms at no cost to the Contractor.

## **17. LOST AND FOUND**

Items found on a vehicle used in the provision of public transit service are to be turned into the Contractor at the end of the work shift. Items shall, if not perishable, be retained for fifteen (15) days, so that passengers have the opportunity to claim them. After the fifteen (15) day period, unclaimed items may be donated to charity or discarded.



**18. SUPERVISION AND MONITORING**

The Contractor shall have a Road Supervisor available to be dispatched at all times that there is a revenue vehicle in operation. The Road Supervisor is responsible for managing and directing the activities of the vehicle operators, including on-time performance checks, accident investigation, assistance in disputes/incidents (including fare disputes) and determining and working with detours.

Metro will monitor and evaluate the Contractor's on-street operation of transportation services and may provide assistance to operators and passengers. Metro shall not directly discipline or terminate Contractor employees. Metro may advise the Contractor of any employee's inadequate performance and the Contractor shall take prompt action to remedy the situation. In extreme cases, Metro may demand in writing removal of a Contractor's employee from service under the contract and the Contractor shall effect such removal immediately.

Metro reserves the right to perform ride along evaluations on any vehicle at any time to monitor and evaluate service.

**19. MARKETING AND PUBLIC RELATIONS POLICIES**

The Contractor may not conduct any Metro Connect marketing without permission from Metro. The Contractor's Project Manager or their designee shall attend all meetings of Metro's Local Advisory Committee (LAC) and report on Metro Connect service. The Project Manager will also attend other meetings as requested by Metro, not limited to service meetings and public hearings.

**20. COMPLAINT PROCEDURES**

Complaints received by the Contractor or by Metro shall be documented on a form provided by Metro. Upon receipt of any complaint, the Project Manager shall develop the final report of what happened, resolution for the complainant and what on the part of the Contractor shall be done to assure that similar problems do not recur. The completed complaint form(s) shall be submitted to Metro within two (2) days of receipt. Metro may contact complainant(s) to assure that satisfactory resolution has been provided. The quantity of complaints and their resolution shall be evaluated at the time of the contract renewal.

Areas of non-compliance with the specifications, observed by Metro, as well as customer correspondence with Metro, shall be documented and transmitted to the Contractor as they are received. The Contractor shall supply all needed information, as well as driver and Contractor comments as required within two (2) days of receipt.

**21. MANIFEST REPORTING**

21.1 The Contractor will be required to record and maintain the following information for each trip:

- The name(s) of the passenger(s)
- Confirmation number
- Trip code
- The number of PCAs/Escorts and companions accompanying the passenger
- The date
- The scheduled pick-up and drop-off time
- The actual arrival time at each pick-up and drop-off point
- The actual departure time (or wait time) in cases where the departure time is more than five minutes beyond the arrival time
- The actual odometer reading at each pick-up and drop-off point

## PROGRAM DESCRIPTION AND DEFINITIONS

### 1. DEFINITIONS

The following key definitions apply to this document:

- A. Metro: Kalamazoo’s public transit system.
- B. ADA: The Americans with Disabilities Act, which requires Metro to provide "complementary" paratransit service to persons whose disability precludes their use of Metro’s fixed-route system.
- C. Complementary Paratransit: Accessible, demand/response, advance-reservation (1-7 days in advance of the trip date), origin to destination transportation service that is provided to eligible persons for eligible trips within the same service hours and same service area as Metro’s fixed-route system.
- D. Safety-Sensitive Positions: With respect to the FTA-required drug testing program, these positions include any paid employee of the Contractor, or paid subcontractor, who operates a vehicle providing Metro Connect service, anyone who dispatches service vehicles, as well as those who perform maintenance on the vehicles used to provide Metro Connect service, and immediate supervisors of those employees.
- E. Customer: A person who has been deemed eligible by Metro for program services. Metro will determine the eligibility of ADA service applicants and Demand/Response individuals with a disability or seniors.
- F. Companion: A companion is a person who accompanies a customer on a trip but is not required to provide assistance to that person; a companion pays the same fare as the customer. A companion must board and leave the vehicle at the same location as the customer. Passengers are entitled to travel with one (1) companion and additional companions may be accommodated if space is available.
- G. Personal Care Assistant (PCA): A PCA is a person who accompanies a customer on a trip for the purpose of providing assistance to that person, thereby enabling the passenger to make the trip. A PCA does not pay a fare. A PCA must board and leave the vehicle at the same location as the customer. There are no limits on the number of PCA’s a customer may travel with. A PCA is not required to render assistance on the paratransit trip.
- H. FTA: The Federal Transit Administration is the federal funding source and provides many of the guidelines for the paratransit service.
- I. Advance Reservation Trip: This is a non-subscription trip that is requested up to seven (7) days in advance of the trip date or by 5:00 p.m. the day prior to the trip.
- J. Same-Day Trip: A trip which is requested by the customer on the same day of the trip. Same-day trips will be accommodated only on a space-available basis up to a limit of 5% of the average daily trips.

- K. Maximum Travel Times: All ADA passenger trips should be comparable to trip distances and associated travel times to those of the fixed-route service areas where those trips take place to ensure there is no practice or pattern of excessive trip lengths. Demand/Response trips will not exceed one (1) hour.
- L. Late Trip: A trip will be contractually defined as being late if:
- 1) It is a going trip and the carrier arrives at the pick-up point 15 or more minutes beyond the scheduled pick-up time and/or the passenger is dropped off more than 15 minutes beyond the scheduled drop-off time; or
  - 2) It is a return trip and the carrier arrives at the pick-up point more than 15 minutes beyond the scheduled pick-up time.
- M. No-Show: This is an instance where:
- 1) A customer calls in a cancellation less than one (1) hour prior to the scheduled pick-up time of the trip; or
  - 2) A customer does not call to cancel the trip and the driver arrives at the pick-up location within fifteen (15) minutes of the scheduled pick-up time and the customer does not appear within five (5) minutes or appears and announces that they do not wish to travel.
- No-shows, by definition, are the "fault" of the customer. At the same time, no-shows are moot after fifteen (15) minutes past the scheduled pick-up time, because at that point, the fault no longer is solely attributable to the customer.
- N. Exact Fare: Drivers carry no change. Passengers are expected to provide the correct fare at the time of boarding. Cash, personal checks made out to Metro Connect or Metro Connect coupons will be accepted as service fares.
- O. ADA Trip: A trip that is made from origin to destination by a certified ADA client. A canceled trip or no show is not considered a passenger trip.
- P. Missed Trip: This is an instance where a carrier arrives fifteen (15) or more minutes past the scheduled pick-up or drop-off time and the customer is not present or is present and cancels. Also, a trip is considered failed if the scheduled trip is missed due to a scheduling error, driver error or dispatching error. Failed trips are the fault of the carrier.
- Q. Denied Trip: A trip that cannot be scheduled within one (1) hour before or after the requested pick-up time.
- R. Non-Accommodated Trip: A trip that is offered within one (1) hour before or after the requested pick-up time but is declined by the passenger.
- S. Passenger Trip: A trip taken by a certified passenger with points of origin and destination.
- T. Demand/Response: Transit operating in response to calls from passengers or their agents to the transit operator, who then dispatches a vehicle to pick up the passengers and transport them to their destinations.

- U. Nothing to Offer (NTO): A Demand/Response trip request that cannot be accommodated because the time slot is filled to capacity.
- V. Revenue Service Operation: The time when a vehicle is available to the general public and there is an expectation of carrying passengers.

## 2. **SUMMARY OF METRO RESPONSIBILITIES**

Metro shall:

- A. Provide information dissemination function, including distribution of Metro Connect service applications.
- B. Determine the eligibility for ADA service of each applicant, and notify each applicant as to the outcome. Review and log eligibility for all senior and disability applications for Demand/Response service.
- C. Advise each individual eligible for ADA service:
  - 1) How to make trip requests.
  - 2) The level of service to expect.
  - 3) Rider procedures, rules, and regulations.
  - 4) How to communicate cancellations, complaints, etc.
- D. Notify the Contractor(s) of all persons that have been determined to be eligible for Metro Connect service.
- E. Provide the Contractor leased vehicles as referenced in Section 9.

## **GENERAL REQUIREMENTS**

### **1. PROPOSAL SUBMITTAL**

Proposers shall submit a complete response to this Request for Proposal by responding to all requirements contained herein. No other distribution of proposals shall be made by the proposer. Proposals shall be signed by an official authorized to bind their firm to its covenants. Proposals shall remain valid for at least ninety (90) days after proposal.

1.1 Complete the proposers profile questionnaire attached hereto.

1.3 Provide technical literature on the tires proposal.

1.4 Execute and return the Buy America Provision. If not included, your proposal may be rejected as non-responsive.

1.5 Include, with your proposal submittal, the entire RFP document.

### **2. PROPOSAL REVIEW, EVALUATION, AND AWARD**

The CCTA shall review and evaluate all proposals based upon the information provided prior to evaluating the cost. After review of all costs, the CCTA may schedule oral interviews to assist it in making a final selection. After the proposal opening, the CCTA may wish to request further proposal information or clarifications in selected areas. If so, the proposer will be contacted. The CCTA is not liable for any costs incurred by a proposer prior to acceptance of a proposal. The CCTA does not intend to pay for any information obtained though such information may be utilized in arriving at a final determination.

The CCTA will award a tire lease contract to one low responsive, responsible proposer who, in the CCTA's sole opinion, provides the proposal which is in the best interest of the CCTA. Factors to be considered in the CCTA's evaluation will include but may not be limited to:

2.1 Responsiveness to the specifications.

2.2 Rate per tire mile firm fixed price per tire mile over the contract term.

2.3 References.

2.4 Compliance with Buy America provisions.

2.5 Proposer questionnaire.

### **3. PRICING**

Prices shall be firm for the life of the contract as set forth and agreed to herein by the proposer.

**4. CONTRACT PERIOD AND EXTENSION**

- 4.1 The contract shall be in effect for a five (5) year period, commencing on the date of approval.
- 4.2 The CCTA may, from time to time, find it desirable to continue the contract on a month-to-month basis, not to exceed a six (6) month period. Such month-to-month extended period shall be by mutual agreement of both parties and except as otherwise agreed all provisions of the original contract or any extension thereof remain in effect.
- 4.3 All contracts and extensions are subject to availability of funds and the approval of the CCTA Commission.

**5. CANCELLATION OPTION**

The CCTA reserves the right to cancel the contract without cause by giving thirty (30) days written notice to the Contractor. Cancellation by the CCTA for default of Contractor is addressed in Section V. In the event of such termination by the CCTA, the CCTA shall pay the Contractor for services and reimbursable expenses performed or incurred prior to the termination date.

**6. DIRECTOR**

The Director of Transportation or his designated representative, herein referred to as the Project Manager, is the CCTA's representative for this contract. He and/or his representative shall have authority to enforce the terms and conditions of the contract.

**7. DELIVERY**

The Contractor shall assume full responsibility for delivery F.O.B. Kalamazoo of all tires and support services offered in the proposal. All tires furnished shall be delivered to CCTA, 530 North Rose Street, and all freight or delivery charges shall be paid for by the contractor. If proposer is proposing tires of which he/she is not the manufacturer, proposer shall identify them by manufacturer's name, type, model, etc. The proposer shall be responsible for furnishing all the necessary information required for the tires proposed.

**8. SUBMITTAL EVIDENCE**

The submittal of a proposal shall be evidence that the proposer has a full knowledge of the scope, nature, quantity and quality of work to be performed, the detailed requirements of the specifications and the conditions under which the work will be performed.

**9. PART OR DETAIL**

No advantage shall be taken by the Contractor or any subcontractor in the omission of any part or detail which goes to make tires complete and ready for service.

**10. CCTA-OWNED TIRES**

The CCTA assures the Contractor that only Contractor's tires shall be used on the bus fleet provided, however, that tires presently owned or leased separate and apart from this agreement shall be used until deemed unfit for further service.

**11. WARRANTIES**

The Contractor warrants that the tires to be provided under the contract shall with routine maintenance and normal wear in the provision of public transit service, obtain the average mileage established in the proposal. CCTA shall not be obligated to pay for unused mileage for tires which have been routinely maintained and normally work, yet which did not obtain the established average mileage.

**12. GOVERNING LAW**

The validity, meaning and effort of the contract shall be determined in accordance with the laws of the State of Michigan applicable to contracts made and to be performed in said state.

**13. COUNTERPARTS**

The contract may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document.

**14. PARTIAL VALIDITY**

The CCTA and the Contractor intent and believe that each provision in the contract complies with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, in whole or in part in the contract, are found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision or public policy; and if the court should declare such provisions of the contract to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of both the CCTA and the contract that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable; that the remainder of the contract shall be construed as if such illegal, invalid, unlawful, void or unenforceable provisions were not contained therein, and that the rights, obligations and interests of the CCTA and the Contractor under the remainder of the contract shall continue in full force and effect.

**15. QUESTIONS**

Questions relative to the general proposal requirements may be addressed to Gracia Mason, Buyer, at (269) 337-8720. Questions relative to the specifications may be addressed to Richard Congdon, Program Manager, at (269) 337-8477. This does not relieve the requirement of Page 1, Item 3.



## SECTION IV INSURANCE

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan with a rating of A- or better from the A.M. Best Company. All coverage shall be with insurance carriers acceptable to the CCTA and be furnished within ten (10) days of Notice of Award.

Contractor shall procure and maintain the following insurance coverage:

**Worker’s Compensation Insurance** including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**Commercial General Liability Insurance** on an “Occurrence Basis” with limits of liability not less than \$3,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included. Limits may be obtained by the use of primary and excess/umbrella liability policies.

**Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$3,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**Additional Insured:** Commercial General Liability and Automobile Liability as described above, shall include an endorsement stating CCTA shall be listed as additional insured. It is understood and agreed by naming CCTA as additional insured, coverage afforded is considered to be primary and any other insurance CCTA may have in effect shall be considered secondary and/or excess.

**Cancellation Notice:** All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, shall be sent to CCTA. **Non-Renewal, Reduction, and/or Material Change shall be sent to: CCTA, Purchasing Department, 241 W. South Street, Kalamazoo, MI 49007.**

**Proof of Insurance Coverage:** The Contractor shall provide the CCTA, at the time that the contracts are returned to the CCTA for execution, a copy of Certificates of Insurance as well as required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested for all coverage as listed above or within 10 days of Notice of Award.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to CCTA at least ten (10) days prior to the expiration date.

**INSURANCE**  
*(Cont.)*

**Scope of Coverage:** The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract but shall be interpreted to provide the greatest benefit to the CCTA and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to CCTA at least ten (10) days prior to the expiration date.

**SECTION V  
TERMS AND CONDITIONS**

**1. AWARD OF CONTRACT**

- A. The contract will be awarded to that responsible proposer whose proposal, conforming to this solicitation, will be most advantageous to the CCTA according to the criteria outlined herein. The CCTA reserves the right to accept or reject any or all Proposals and waive informalities and minor irregularities in Proposals received. The award of this Contract shall be in its entirety to the proposer determined to be most responsive and responsible.
- B. Notification of award will be in writing by the Purchasing Manager. Upon notification, the Consultant/ Professional Firm (hereinafter Firm) shall submit to the Purchasing Division all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the CCTA, the Purchasing Manager will forward to the Firm a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Firm.
- C. Unilateral changes in proposal prices by the proposer shall not be allowed. However, the CCTA, at its sole option, reserves the right to negotiate with proposers.

**2. PROPOSAL AS CONTRACT**

The CCTA may elect to have this Request for Proposal (RFP), together with the Contractor's Proposal, be the Contract. If a term in the RFP conflicts with a term in the Proposal, the term giving the greatest benefit to the CCTA will control. The Contract contains all of the terms of the agreement between the CCTA and Contractor and may be amended only as described in section 7 below.

**3. ASSIGNMENT**

Contractor may not assign its rights or delegate any of its duties without the prior written consent of the CCTA. The CCTA may assign its rights and delegate its duties under this contract to the Kalamazoo County Transportation Authority or any other entity without the Contractor's prior written consent.

**4. SUBCONTRACTORS**

Proposers shall list in writing in the Proposal any and all sub-contractors to be associated with this proposal and the type of work to be performed by each. The Firm shall cooperate with the CCTA in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

**5. TAXES**

The CCTA is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or Firm may not be exempt from said taxes and the CCTA is making no representation as to any such exemption.

**TERMS AND CONDITIONS**  
*(Cont.)*

**6. PAYMENTS**

Unless otherwise specified by the CCTA in this proposal, the Firm will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for service rendered and accepted. Payments are processed by CCTA after receipt of an original invoice from the Firm and approval by the department.

**7. CHANGES AND/OR CONTRACT MODIFICATIONS**

The CCTA reserves the right to increase or decrease services or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Firm and the CCTA.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Manager. CCTA Commission approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING MANAGER APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

**8. LAWS, ORDINANCES AND REGULATIONS**

The Firm shall keep themselves fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. The Firm and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Firm.

This contract shall be governed by the laws of the State of Michigan.

**9. RIGHT TO AUDIT**

*With reasonable prior written notice and during business hours* the CCTA or its designee shall be entitled to audit all of the Firm's records, and shall be allowed to interview any of the Firm's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Firm's compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Firm or any of their payees.

**TERMS AND CONDITIONS**  
*(Cont.)*

**10. INDEMNITY**

If the acts or omissions of the Contractor or its employees, agents or officers, cause injury to person or property, the Contractor shall defend, indemnify and save harmless the CCTA, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising from Contractor's actions.

**11. DEFAULT**

In addition to all other remedies available under law for Contractor's breach of contract, the CCTA may at any time, by written notice to the Firm, terminate this contract and the Firm's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to perform the services within the time specified herein, or any extension thereof.
- C. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- D. Failure to perform in compliance with any provision of the contract.
- E. **Standard of Performance** - Firm guarantees to perform the services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications call for higher standards, then such higher standards shall be provided.

Upon notice by the CCTA of the Firm's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Firm shall have ten (10) days to remedy said defective performance in a manner acceptable to the CCTA. Should the Firm fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the CCTA.

In the event of any breach of this contract by the Firm, the Firm shall pay any cost to the CCTA caused by said breach including but not limited to the replacement cost of such services with another Firm.

- F. The CCTA reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected. In the event that the CCTA incurs additional expenses caused directly or indirectly by the termination of this Agreement, together with such other remedies as are legally available, the CCTA shall be entitled to deduct such expenses from any unpaid amount due to the Firm under this agreement.

**TERMS AND CONDITIONS**  
*(Cont.)*

In the event the Firm is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the CCTA may bar the Firm from being awarded any future CCTA contracts.

- G. All remedies available to the CCTA herein are cumulative and the election of one remedy by the CCTA shall not be a waiver of any other remedy available to the CCTA, either listed in this contract or available by operation of law.

**12. INDEPENDENT CONTRACTOR**

At all times the Firm, any of its employees, or its sub-contractors, and their subsequent employees shall be considered independent contractors and not as CCTA employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or its employees be entitled to CCTA paid sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

**13. MEETINGS**

The Firm and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed ten (10) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.

**14. CCTA'S RESPONSIBILITIES**

The CCTA agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and reports, if any, as described in the specifications. In addition, the CCTA agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by the CCTA for the performance of the Firm's work.

**15. NO WAIVER**

Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**APPENDIX A**  
**NON-DISCRIMINATION CLAUSE FOR ALL CCTA CONTRACTS**

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
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, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individuals ability to perform the duties of the particular job or position.
3. If requested by the CCTA, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the CCTA duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission\* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

\* Except for contracts entered into with parties employing less than three employees.

## APPENDIX A-1 NONDISCRIMINATION

During the performance of this contract, the contractor agrees as follows:

- (1) Nondiscrimination – in accordance with Title VI of the Civil Rights Act, as amended, 42 USC subsection 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC subsection 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC subsection 12132, and Federal transit law at 49 USC subsection 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
  - a. Race, Color, Creed, National Origin, Sec - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC subsection 2000e and Federal transit laws at 49 USC subsection 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the Department of Labor (USDOL) regulations. “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375,” Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 USC subsection 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are tested during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC subsections 623 and Federal transit law at 49 USC subsection 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - c. Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC subsection 12112, the Contractor agrees that it will comply with the requirements of the US Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.



**APPENDIX B-1**  
**APPLICATION OF FEDERAL TRANSIT ADMINISTRATION**  
**REGULATIONS AND REQUIREMENTS**

To achieve compliance with changing Federal requirements, the CCTA hereby includes notice that Federal requirements may change and the changed requirements will apply to this contract, as applicable, unless the Federal government determines otherwise.

The contractor also recognizes that the United States Environmental Protection Agency, Federal Highway Administration, and other agencies in the Federal Government have issued and are expected to issue regulations, guidelines, orders, or other requirements that may affect this contract. The Contractor acknowledges that other obligations relative to this contract involving Federal law may exist.

The CCTA has agreed to include provision adequate to ensure compliance of participation entities with Federal requirements. The contractor agrees to include in its subcontracts for service under this contract provisions adequate to impose Federal requirements including those below:

**For all Contracts:**

**NOTICE OF FEDERAL REQUIREMENTS:** The contractor shall comply with the rules of 49 CFR Part 18, relative to third party contracts with the CCTA, Uniform Administrative Requirements for Grants and Cooperative Agreements.

**INTEREST OF MEMBERS OR DELEGATES TO CONGRESS:** No member or delegate to the Congress of the United States shall be admitted to any share or part of this project or any benefit therefrom.

**ENERGY CONSERVATION REQUIREMENTS:** 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.

**ACCESS TO RECORDS** (sole source or offer): The contractor agrees to provide the Central County Transportation Authority (CCTA), the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three 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 contractor agrees to maintain same until the CCTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(I)(11).

**CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS** (applies to the contractor and its employees that administer any system of records on behalf of the Federal Government under any contract. Specific attention is drawn to contractors administering drug and alcohol enforcement activities for FTA): (1) The contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. subsection 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the contractor or its employees operate a system of records on behalf of the Federal Government. The contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**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 Agreement (Form FTA MA (2) dated October, 1999) between the CCTA, and the 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.

**RECOVERED MATERIALS:** The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designed in Subpart B of 40 CFR Part 247.

**NO OBLIGATIONS BY THE FEDERAL GOVERNMENT:** (1) The CCTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government or in approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:** These provisions 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 FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CCTA requests which would cause CCTA to be in violation of the FTA terms and conditions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:** (1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. subsection 3801 et seq. And U.S. DOT regulations, Program Fraud Civil Remedies, 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assistance project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the

right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The contractor also acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. subsection 5307, the Government reserves the right to impose the penalties of 18 U.S.C. subsection 1001 and 49 U.S.C. subsection 5307(n)(1) on the contractor, to the extent the Federal Government deems appropriate. (3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the contractor who will be subject to the provisions.

**DISADVANTAGED BUSINESS ENTERPRISE PROVISION:** The Federal Fiscal Year goal has been set by CCTA in an attempt to match projected procurements with available qualified disadvantaged businesses. CCTA goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by CCTA as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this solicitation.

- (1) Policy. It is the policy of the CCTA that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURRA of 1987, apply to this contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or physical handicap in the award and performance of subcontracts. It is further the policy of CCTA to promote the development and increase the participation of businesses owned and controlled by disadvantaged individuals. DBE involvement in all phases of CCTA procurement activities are encouraged.

- (2) DBE obligation. The contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- (3) Where the contractor is found to have failed to exert sufficient reasonable and good faith efforts to involved DBEs in the work provided, CCTA may declare the contractor noncompliant and in breach of contract.
- (4) The contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with CCTA's DBE program. These records and documents will be made available at reasonable times and placed for inspection by an authorized representative of CCTA and will be submitted to CCTA upon request.

- (5) CCTA will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request: identification of a qualified DBE; available listing of minority assistance agencies; holding bid conferences to emphasize requirements.
- (6) Definitions:
- X Disadvantaged business: A small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it - OR - Which is at least 51 percent owned by one or more women, or in the case of public owned business, at least 51 percent of the stock of which is owned by one or more women; and, whose management and daily business operations are controlled by one or more women who own it.
  - X Small Business Concern: A small business, as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.
  - X Socially and economically disadvantaged individuals: Those individuals who are citizens of the United States or lawfully admitted permanent residents and who are black Americans, Hispanic Americans, native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, or any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act. Black Americans includes persons having origins in any of the Black racial groups of Africa; Hispanic Americans includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race; Native Americans includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; Asian-Pacific Americans includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; Asian-Indian Americans includes persons whose origins are from India, Pakistan, and Bangladesh.

**TRANSIT EMPLOYEE PROTECTIVE PROVISIONS:** (1) The contractor agrees to comply with applicable transit employee protective requirements, as follows: (a) General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. subsection 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the US DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that US DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. subsection 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. subsection 5311.

Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause. (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. subsection 5310(a)(2) for Elderly

Individuals and Individuals with Disabilities. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. subsection 5310(a)(2), and if the US Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. subsection 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. subsection 5333(b), US DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the US DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that US DOL letter. (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. subsection 5311 in Non-urbanized areas. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. subsection 5311, the contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the US Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implements by US DOL or any revision thereto. (2) The contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by the FTA.

**ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES:** The contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA) as amended, 42 USC subsection 12101, et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC, subsection 794, 49 USC subsection 5301(d), and the following Federal regulations, as they relate to this contract:

- (1) United States Department of Transportation regulations, Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37.
- (2) United States Department of Transportation regulations, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance, 49 CFR Part 27.
- (3) United States Department of Transportation regulations, Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, 49 CFR Part 38.
- (4) United States Department of Justice regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services, 28 CFR Part 35.
- (5) United States Department of Justice regulations, Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, 28 CFR Part 36.
- (6) United States General Services Administration regulations Accommodations for the Physically Handicapped, 41 CFR Subparts 101-19.
- (7) United States Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment Provisions of the ADA, 29 CFR Part 1630.

- (8) United States Federal Communications Commission regulations, Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled, 47 CFR Part 64, Subpart F.
- (9) Federal Transit Administration regulations, Transportation for Elderly and Handicapped Persons, 49 CFR Part 609.
- (10) Any implementing requirements FTA may issue.

**TERMINATION PROVISIONS** – If there is a conflict between the termination provisions of the terms and conditions and these FTA provisions, the FTA provisions prevail.

- a. Termination for Convenience – The CCTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government’s best interest. The Contractor shall be paid its costs, including contract close-outs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the CCTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the CCTA, the Contractor will account for the same, and dispose of it in the manner the CCTA directs.
- b. Termination for Default (Breach or Cause) – 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 CCTA may terminate this contract for default. Termination shall be effective by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

- c. Opportunity to Cure – The CCTA 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 the CCTA’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the established timeframe, the CCTA shall have the right to terminate the Contract without any further obligation to the Contractor. Such termination for default shall not in any way operate to preclude the CCTA from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for Any Breach – In the event that the CCTA elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of the Contract, such waiver by the CCTA shall not limit the CCTA’s remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

**FLY AMERICA REQUIREMENTS** – The Contractor agrees to comply with 49 USC 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide the recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**CARGO PREFERENCE REQUIREMENTS** - Use of United States Flag Vessels: (applies to anything transported by ocean vessels) The contractor agrees to a) use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b) furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rates, on-board commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Central County Transportation Authority; c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**For Operational Contracts (excluding transportation services) in excess of \$2,500; rolling stock contracts; and, construction contracts over \$2,000 (in conjunction with the Davis-Bacon Act clauses set forth below).**

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** Pursuant to Section 102 (Overtime):

- (1) **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damage.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) **Withholding for unpaid wages and liquidated damages.** The CCTA shall upon its own action or upon written request for an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this section.
- (5) **Special Provision of Section 102 Nonconstruction Contracts: Payroll and basic records.** (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (6) **Section 107 (OSHA): (This section is applicable to construction contracts only) Contract Work Hours and Safety Standards Act -**
- (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 USC section 333 and applicable DOL regulations. “Safety and Health Regulations for Construction” 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.
- (ii) Subcontracts – The Contractor also agrees to include the requirements of this section in each subcontract. The term “subcontract” under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a “subcontractor” under this section if the work in question involves the performance of construction work and is to be



performed: (1) directly on or near the construction site, or (2) by the employer for a specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a “subcontractor” if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a “subcontractor.” The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

**For Contracts in Excess of \$100,000**

**BREACHES AND DISPUTE RESOLUTION:**

**DISPUTES:** Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the CCTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the CCTA’s Director. 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 CCTA’s Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

**PERFORMANCE DURING DISPUTE:** Unless otherwise directed by the CCTA, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**CLAIMS FOR DAMAGES:** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his/her employees, agent or others for who acts he/she is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**REMEDIES:** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CCTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the CCTA 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 CCTA, Architect or Engineer, 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 constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**USE OF FACILITIES:** In contracts exceeding \$100,000, the use of facilities included on the EPA list of violating facilities is expressly prohibited, per the requirements contained at 49 CFR Part 15.

**CLEAN WATER REQUIREMENTS:** (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the Purchaser and understands and agrees that the

Purchaser will in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional office. (2) The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA.

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

**BUY AMERICA:** (Applicable to construction contracts; acquisition of goods or rolling stock (over \$100,000)): The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR Part 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchased (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the CCTA the appropriate Buy America certificate with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as non-responsive. The requirement does not apply to lower tier subcontractors.

**CLEAN AIR:** (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 41 U.S.C. subsections 7401 *et seq.* The contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

1. **By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the CCTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to CCTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, persons, lower tier covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact CCTA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized in writing by CCTA.
6. **The prospective lower tier participant further agrees by submitting this proposal that it will include the clause entitled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.**
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, CCTA may pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Transactions**

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its principals [as defined at 49 CFR subsection 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## APPEALS AND REMEDIES - FTA GRANT REQUIREMENTS

### (A) PROTESTS

#### (1) *Right to Protest*

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may file a written protest with the CCTA's Deputy Director. A protest with respect to an Invitation for Bids or Request for Proposal shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and would not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. In all cases, the protest shall be submitted within ten (10) calendar days after receiving knowledge of the action about which the protest is being made.

#### (2) *Stay of Procurement During Protests*

In the event of a timely protest, the CCTA's Deputy Director shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the CCTA's Director makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the CCTA.

#### (3) *Notification of Granter Agency - Grant Funding*

If a procurement action which spends grant funding is subject to a protest, the grantor agency shall be notified in writing of such protest and any subsequent response made by the CCTA or the challenging vendor.

#### (4) *Decision of CCTA's Deputy Director*

The CCTA's Deputy Director shall issue a decision in writing within fourteen (14) calendar days after receipt of such protest or notice of other controversy. A copy of that decision shall be mailed, or otherwise furnished, to the aggrieved party and shall state the reasons for the action taken.

#### (5) *Appeal*

The decision of the CCTA's Deputy Director shall be final and conclusive unless the aggrieved party files a written appeal with the CCTA's Deputy Director, addressed to the CCTA's Director, within ten (10) calendar days after receipt of the CCTA's Deputy Director's decision.

#### (6) *Decision of CCTA's Director*

The CCTA's Director shall issue a decision, in writing, within fourteen (14) calendar days after receipt of appeal unless the parties agree to a longer period. The decision of the CCTA's Director shall be final and conclusive, and a copy of that decision shall be mailed, or otherwise furnished, to the aggrieved party and shall state the reasons for the action taken. In the absence of a decision by the CCTA's Director within the time specified, the decision of the CCTA's Deputy Director shall stand.

**(B) CONTRACT CLAIMS****(1) *Decision of the CCTA's Deputy Director***

All claims by the contract against the CCTA relating to a contractor, except bid protests, shall be submitted in writing to the CCTA's Deputy Director for a decision. The contractor may request a conference with the CCTA's Deputy Director on the claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or decision.

**(2) *Notice to the Contractor of the CCTA's Deputy Director's Decision***

The decision of the CCTA's Deputy Director shall be issued in writing within fourteen (14) calendar days after receipt of such protest, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights.

**(3) *Finality of CCTA's Deputy Director's Decision: Contractor's Right to Appeal***

The CCTA's Deputy Director's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the CCTA's Director or commences an action in a court of competent jurisdiction.

**(4) *Decision of CCTA's Director***

The CCTA's Director shall issue a decision, in writing, within fourteen (14) calendar days after receipt of an appeal unless the parties agree to a longer period. The decision of the CCTA's Director shall be final and conclusive and a copy of that decision shall be mailed, or otherwise furnished, to the aggrieved party, and shall state the reasons for the action taken. In the absence of a decision by the CCTA's Director within the time specified, the decision of the CCTA's Deputy Director shall stand.



# **Vehicle Inventory**

**ADA Paratransit and  
Demand/Response Transportation Services  
Bid Reference #: 96217-009.0**

## VEHICLE INVENTORY

VEHICLE #	MAKE	SEAT #	TYPE	YEAR	MILEAGE as of 5/2/2019
9-73	C5500 Chevrolet Supreme	25	MedDty	2011	205,230
9-74	C5500 Chevrolet Supreme	25	MedDty	2011	243,330
9-75	C5500 Chevrolet Supreme	25	MedDty	2011	223,676
9-76	C5500 Chevrolet Supreme	25	MedDty	2011	228,462
9-77	C5500 Chevrolet Supreme	25	MedDty	2011	239,560
9-78	I H Eldorado Areo Lite	25	MedDty	2012	187,729
9-79	F550 Eldorado Areo Lite	25	MedDty	2015	124,964
9-80	F550 Eldorado Areo Lite	25	MedDty	2015	144,476
9-81	F550 Eldorado Areo Lite	25	MedDty	2016	83,590
9-82	F550 Eldorado Areo Lite	25	MedDty	2016	90,679
9-938	Ford E-250 Econoline Van	5	SmLD Van	2009	365,811
9-939	Ford E-250 Econoline Van	5	SmLD Van	2009	374,308
9-940	Ford E-250 Econoline Van	5	SmLD Van	2009	344,942
9-941	Ford E-250 Econoline Van	5	SmLD Van	2009	330,838
9-942	Ford E-250 Econoline Van	5	SmLD Van	2009	378,180
9-943	Ford E-250 Econoline Van	5	SmLD Van	2009	352,859
9-945	Ford E-250 Econoline Van	5	SmLD Van	2010	320,077
9-946	Ford E-250 Econoline Van	10	SmLD Van	2012	250,704
9-947	Ford E-250 Econoline Van	10	SmLD Van	2012	273,529
9-948	Ford E-250 Conv. Van	10	SmLD Van	2014	166,329
9-949	Ford E-250 Econoline Van	10	SmLD Van	2014	213,591
9-950	Ford E-250 Econoline Van	10	SmLD Van	2014	237,724
9-951	Ford E-250 Econoline Van	10	SmLD Van	2014	197,972
9-952	Ford E-250 Econoline Van	10	SmLD Van	2014	206,221
9-953	Ford E-250 Econoline Van	10	SmLD Van	2014	222,403
9-954	Ford E-250 Econoline Van	10	SmLD Van	2014	202,229
9-955	Ford E-250 Econoline Van	10	SmLD Van	2014	203,436
9-956	Ford Transit 350	10	SmLD Van	2016	107,170
9-957	Ford Transit 350	10	SmLD Van	2016	99,748
9-958	Ford Transit 350	10	SmLD Van	2016	118,572
9-959	Ford Transit 350	10	SmLD Van	2016	125,597
9-960	Ford Transit 350	10	SmLD Van	2016	112,773
9-961	Ford Transit 350	10	SmLD Van	2016	92,345
9-962	Ford Transit 350	10	SmLD Van	2016	98,559
9-963	Ford Transit 350	10	SmLD Van	2016	112,119
9-964	Ford Transit 350	10	SmLD Van	2016	84,625
9-965	Ford Transit 350	10	SmLD Van	2016	95,789
9-966	Ford Transit 350	10	SmLD Van	2016	121,633
9-967	Ford Transit 350	10	SmLD Van	2017	57,621
9-968	Ford Transit 350	10	SmLD Van	2017	52,369
9-969	Ford Transit 350	10	SmLD Van	2017	41,285
9-970	Ford Transit 350	10	SmLD Van	2017	50,232
9-971	Ford Transit 350	10	SmLD Van	2019	0



<b>VEHICLE #</b>	<b>MAKE</b>	<b>SEAT #</b>	<b>TYPE</b>	<b>YEAR</b>	<b>MILEAGE as of 5/2/2019</b>
9-972	Ford Transit 350	10	SmLD Van	2019	0
9-973	Ford Transit 350	10	SmLD Van	2019	76
9-974	Ford Transit 350	10	SmLD Van	2019	1,612
9-975	Ford Transit 350	10	SmLD Van	2019	171
9-976	Ford Transit 350	10	SmLD Van	2019	185



# **Service Area Map**

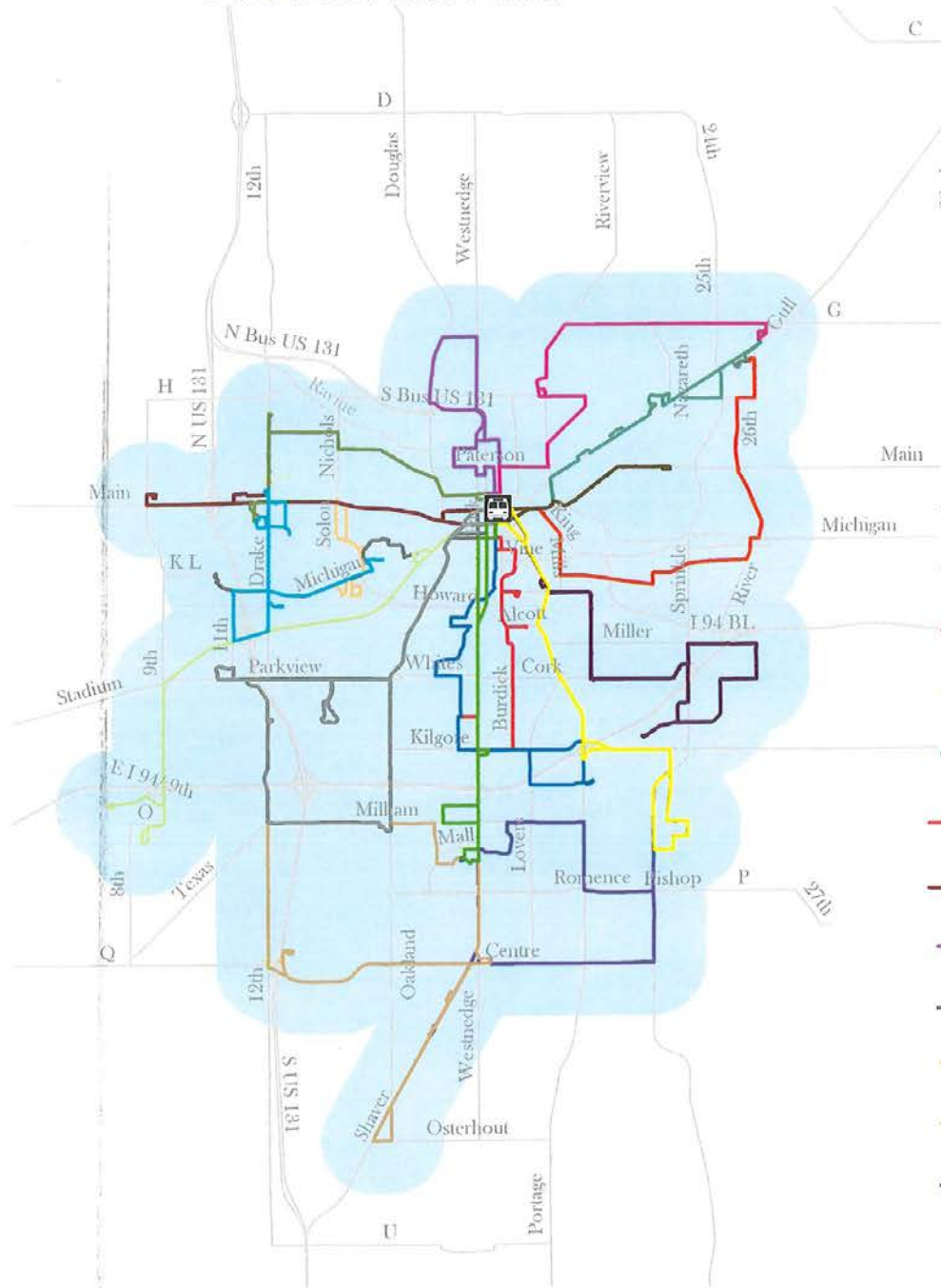
**ADA Paratransit and  
Demand/Response Transportation Services  
Bid Reference #: 96217-009.0**

# METRO CONNECT

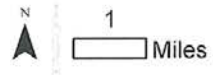
## ADA Service Area

### Legend

-  Metro Transit Center
-  Major Roads
-  Metro Connect ADA Service Area



-  1 Westnedge
-  2 Portage
-  3 West Michigan
-  4 Oakland
-  5 East Main
-  6 Parchment
-  7 Alamo
-  8 Egleston
-  9 Gull
-  10 Comstock
-  11 Stadium
-  12 Duke
-  13 South Burdick
-  14 West Main
-  15 Paterson
-  16 Lovell
-  21 Solon Kendell
-  26 West Centre
-  27 East Romence



Dear Mr. Richard Congdon,

# APPLE BUS COMPANY

Tomorrow's Transportation. Today.

June 26, 2019

Mr. Richard Congdon, Program Mgr

Central County Transportation Authority

241 W South St.

Kalamazoo, MI 49007

Dear Mr. Congdon,

I would like to thank you and the Central County Transportation Authority staff for allowing us the opportunity to present a proposal for ADA Paratransit and demand/response transportation services.

For those who are not already familiar with Apple Bus I would like to take just a few moments of your time to tell you a little about Apple Bus Company and the skills that we can bring to your transportation situation. Apple Bus Company is a full service transportation contractor. We offer transportation for school districts, hospitals, camps, churches, counties and cities in eight states. Apple Bus was established in 2000 with eight vehicles and has grown to over 2000 vehicles in nineteen years. Our 75+ years of top management experience and our attention to customer needs in an industry ruled by foreign companies has led to explosive growth and success for us.

We have provided transportation services to Kalamazoo for many years and have performed this very contract for the last 10 years. We greatly enjoy and cherish our relationship with the city and county of Kalamazoo and we look forward to having the opportunity to continue providing ADA paratransit and demand/response transport services for the county.

We are excited to work with you all as you take the next step through the selection process. Please feel free to contact me at 816-618-3310 or email me at [reid.oyster@applebuscompany.com](mailto:reid.oyster@applebuscompany.com) if you have any questions or concerns. Also, please visit our website at URL [www.Applebuscompany.com](http://www.Applebuscompany.com) to learn a little more about Apple Bus and our employees.

Thank you for your time and I look forward to hearing from you in the near future.

Sincerely,

*Reid Oyster*

Reid Oyster  
Apple Bus Company

## **Background**

Apple Bus Company is a transportation services provider with headquarters in Cleveland, Missouri and operations in eight states. The company has two owners, the Oyster family who operate the business, and Great Range Capital, a Mission Woods, Kansas based private-equity firm.

Apple Bus operates approximately 1800 vehicles predominantly in the states of Missouri and Kansas but with operations in Texas, Illinois, Louisiana, Michigan, Alabama and Alaska as well. Approximately 75% of our business is centered around pupil transportation with the balance being non-emergent medical transportation and shuttle bus work. Apple Bus Company employs approximately 2000 individuals.

The Oyster family has been in the transportation business for the better part of four decades. Mike Oyster has been in the transportation industry for 42 years and has worked as an executive for RW Harmon & Sons, Mayflower Contract Services, Crabtree Harmon, and Durham School Services. Mike's background is in maintenance and fleet services, which has helped Apple Bus Company to build one of the best bus fleets in the United States. Reid Oyster has been in the transportation industry for 15 years. Reid's background is in management and business development with positions held in Crabtree Harmon Bus Co. and the United States Department of Transportation.

With many decades of experience in the passenger transportation industry there are very few companies in the country with staff and fleet better suited to meet the needs of the Central County Transit Authority. Our operational expertise and managerial prowess have helped us build a very strong company that is centered on fleet performance and customer needs.

### **Apple Bus Company**

230 E Main St.

Cleveland, MO 64734

### **Great Range Capital**

1968 Shawnee Mission Pkwy, Ste 200

Mission Woods, KS 66205

# ***Operations Plan***

## *Introduction*

Apple Bus Company is excited about the opportunity to present a proposal for ADA paratransit and demand/response transportation in Kalamazoo County. Apple Bus enjoys providing transportation services for Kalamazoo County and looks forward to the opportunity to extend our ten-year relationship further.

Our operations plan lays out the major components of our operation and how Apple Bus Company will structure and operate each piece.

## *Our History with the City of Kalamazoo*

Apple Bus Company partnered with what was then Metro Transit to successfully merge Metro Van and Care-A-Van in 2009 creating a blended county-wide para-transit service, while maintaining independent statistics for ADA services and demand/response services. Apple Bus Company also helped with the installation of new scheduling software, giving Metro Transit control over monitoring services of the system, create more accurate billing sheets and more flexibility for subscription trips, and quick easy access to any statistical data needed for federal and state reporting. CTS software allows for rides to be grouped for efficiency and reduction of waste while providing statistics for the services separately.

Apple Bus Company continues to work with Metro to integrate, update, and utilize new technology as it becomes available. When Metro wanted MDT/AVL units installed, Apple Bus Company worked with Metro to make sure that the units interacted with CTS, bringing even more accountability and efficiency to the para-transit program. These two programs had never been used together prior to Apple Bus Company and Metro's partnership. Apple Bus Company continues to utilize technology and work with Metro to upgrade services. Most recently we worked to move from MDT units to sleeker, faster tablets. These tablets use the Parascope App to allow drivers to more quickly process passenger information and will be able to utilize all of the items outlined in this RFP seamlessly.

Apple Bus Company works hard at being accommodating for Metro's growing and changing needs. Whether it is a temporary route change, extending hours, or adjusting ADA zones, Apple Bus Company has contributed in any way needed to gather important data and bring success to these programs. Our participation in such events as the WMU extension program, the Pavilion extension program, and afterhours extensions helped Metro make vital revisions to the structure and routing of the current system. Apple Bus Company also enjoys partnering with Metro for community events such as Touch-A-Truck, senior expos, and training events locally and within the state. Apple Bus Company also enjoys providing for the community in other ways such as supporting Loaves and Fishes with over 3100 pounds of food and nearly \$10,000, providing local hospitals with 1371 coloring books and crayons for children

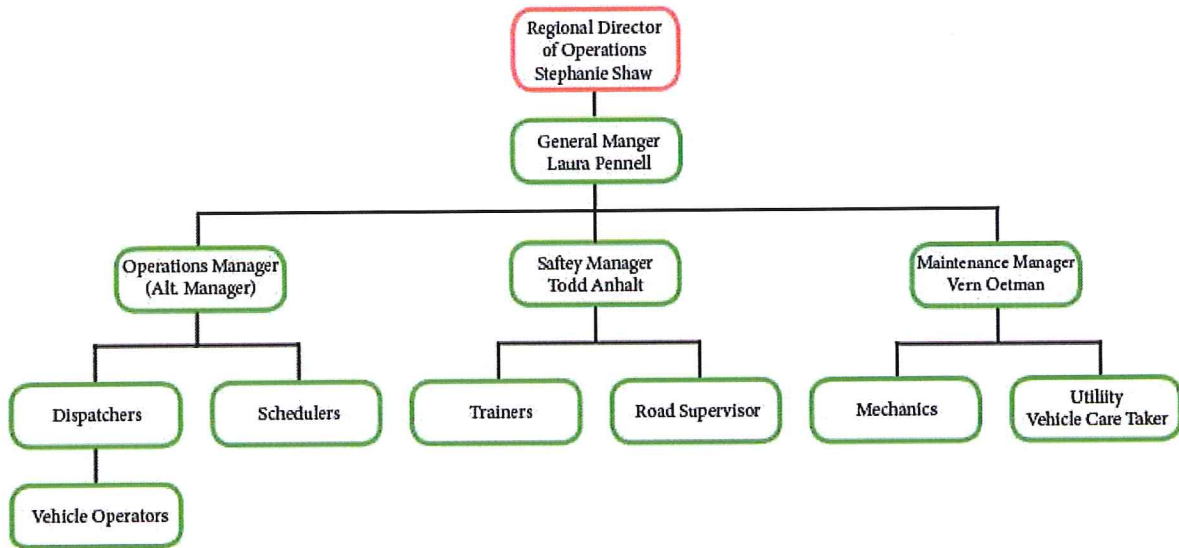
who have to be hospitalized, and countless numbers of winter coats, school supplies, and care packages for shelters in Kalamazoo County.

Apple Bus Company also assisted in creating training materials for the Metro Share program by working with Metro staff and other outreach programs such as a Disability Network. We are always at the ready to help Metro when it is time to expand or refine programs by adjusting our own operations or massaging the fleet to make the seemingly impossible happen. This may mean that Apple Bus Company helps with videos, written material, training on how to use specialized equipment, or testing ideas for functionality.

Apple Bus Company works with the community in regard to transportation and to assist in general. The General Manager is often invited and attends TAG meetings, LAC meetings, and other groups interested in transportation such as Friends of Transit, to help answer questions and keep the community informed on transportation topics. This open relationship with the community helps maintain a positive image for Metro and garner support for items such as transportation millages.

These efforts and our ability to effectively communicate and work with Metro are part of what helps the Metro ADA program shine in triennial reviews. During the 2014 Triennial, the reviewer was impressed by Apple Bus Company's preparation and administration of needed services for the program. Apple Bus Company helped Metro achieve an outstanding score by aiding with an impressive zero negative findings in the program by the reviewers. In 2017 Apple Bus Company partnered with Metro to repeat this outstanding achievement a second time. An accomplishment that can only be described as rare.

## Organizational Chart Central County Transportation Authority



This organizational structure will provide oversight and structure allowing proven successful in providing not only a service that riders rely on and trust but based on the success we have had in our triennial reviews, has become a system that meets the standards of the FTA as well. Resumes for our two highest ranking local employees are attached to this operations plan.

Apple Bus Company will continue to work to improve the level of service that we provide to the riding public. We look forward to hiring additional outstanding Kalamazoo citizens to even further heighten scheduling and dispatch experiences. Apple Bus Company looks forward to entering next year with an expanded and improved call and ride experience.

At Apple Bus Company we hold our employees to very strict standards. Our drivers are put through a rigorous training program which is available upon request and our maintenance, scheduling and dispatch staff all are required to take part in on-going training to help maintain a high level of job proficiency throughout the contact term. We have attached a copy of our employee handbook to this proposal as Attachment A.



### *Benefits*

Apple Bus Company has a very nice benefits package available for all employees, with the company covering 75% of these costs for the employee. The package is a voluntary benefits program that includes medical, disability, 401k, dental, ocular, and life insurance. More information is available upon request.

In addition to these benefits Apple Bus Company plans to increase driver wages by \$1.00 to \$1.50 depending on the type of license a driver holds.

### *Maintenance*

Maintenance is a very important aspect of any transportation fleet but for Apple Bus Company it takes an even more important role as the President of the company is a mechanic by trade. We are very proud of the preventative maintenance program that we have built and the training that our mechanics are given on a regular basis.

Per RFP requirements we will maintain all vehicles on a 3000 mile/monthly schedule. By this I mean we will service every vehicle monthly even if it does not travel 3000 miles. This ensures that even spare vehicles are in good working order when they are called upon for service.

Attachment B is a copy of our preventative maintenance program. This program will be modified to fit the needs of Kalamazoo County but will show the multi-point inspection that all of our vehicles are subject to each month.



### *Reporting*

Apple Bus Company understand the importance of reporting when it comes to FTA governed activities. Ultimately the general manager of the operation will have overall supervision of reporting as required by CCTA and Metro but our alternate (Assistant) manager will be the individual responsible for the timely completion and accuracy of all reports. The assistant manager will have weekly reporting meetings with the general manager so that the completion of said reports are timely and accurate.

As we have proven over the last ten years of operating this service, we are fully capable and proficient in all FTA reporting requirements. We will continue to improve the level of our reporting as we move forward into the next contract cycle.

### *Technology*

Apple Bus Company understands how important technology is to the advancement of our industry. As stated earlier in this document, we have been a vital part of the integration of Parascope into Metro Connect and we have taken the driver's seat in integrating available tools into our scheduling and dispatching process by working with hardware providers along side of CTS to build a seamless tool that has real and vital effects on the transport process.

We are also planning to upgrade the bandwidth at our location to a fiber network with speeds of 150mbps symmetrical up and down. This will ensure that we have no gaps in our ability to provide speedy and consistent service to our clients.

Lastly, we are working to implement a system provided by AT&T that will allow us to record calls for training and customer satisfaction purposes, and to track hold times and call lengths which will help us gauge which schedules need additional training.

Over the last ten years of operating this service we hope that we have shown a willingness and ability to embrace new technology to better service the patrons of Kalamazoo County and the neighboring communities and we will continue to do so into the next contract cycle.

### *Offices and Shop*

We understand that our place of operation reflects not only on Apple Bus Company but also the City of Kalamazoo. This is why we take great pride in our facility's cleanliness and efficiency. We want employees and customers to feel comfortable in our offices as to foster employee morale and an overall sense of professionalism in our facility. We have been operating out of our existing facility on Gembrit Circle for over ten years now and it has proven to be a successful base of operations for us. Our plan is to upgrade our facility with the new technology outlined in the RFP to continue to utilize the facility through the next contract term.



### *Pricing Methodology*

As you can see from the pricing schedule that is attached to this proposal, we are asking for a relatively significant increase to current pricing. A handful of industry headwinds are driving this increase, most of which can be broken down into the following categories.

**Labor** – The transportation industry continues to battle an industry-wide critical driver shortage that Apple Bus is not immune to. We have been short by varying degrees over the last few years and approximately 3.5% of our increase is going straight to the drivers to improve the hourly rates that they are paid. We anticipate raising all drivers (CDL & non-CDL) by approximately \$1.00 per hour upon award of a new contract. The other effect of raising driver wages for our drivers is that we become more competitive with the market in the competition for new drivers which will build a more consistent, effective employee group.

In addition to the 3.5% increase for hourly employees, the RFP that prompted this proposal requires a significant increase to the number of people in our office. This addition makes up an additional 3.1% of our price increase.

**Technology** – The passenger transportation industry is becoming more and more reliant on technology and our operation in Kalamazoo is no different. As stated earlier in this proposal, we are planning on expanding our technology offerings in Kalamazoo extensively which makes up 1.8% of our proposed price increase.

**Trip Volume** – Over the last ten years we have seen our operation in Kalamazoo grow substantially. Approximately 1.2% of our increase is related to the expected 2% increase in trip volume for 2020.

**Insurance** – The transportation industry is in the midst of a wave of historically large increases to our insurance premiums which expectedly affects our pricing. Apple Bus received an increase in premiums for our property & casualty insurance of over 20% due to insurance and transportation industry events outside of our control. This increase accounts for 0.8% of the year over year increase to our contract pricing.

### *Insurance*

Apple Bus Company far exceeds the requirements set forth in the RFP. Attachment C is a copy of the certificate of insurability.

### *Financial Information*

Attachment D is a copy of our 2016-2018 audited financials.

# STEPHANIE TETERS SHAW

230 E. Main St. Cleveland, MO 64106- (816) 618-3310  
stephanie.teters@applebuscompany.com

## EXPERIENCE

**JANUARY 2017-CURRENT**

**REGIONAL DIRECTOR OF OPERATIONS, APPLE BUS COMPANY**

Helping to make sure our company's everyday activities run smoothly, establishing parameters for how efficiently and effectively the organization is operating, and overseeing the work of other upper-level management executives.

**OCTOBER 2009-JANUARY 2017**

**DIRECTOR OF TRANSIT OPERATION, APPLE BUS COMPANY**

Provide support and guidance for public transportation contracts, locate and train new managers for contracts, oversee continued development of all transit operations employees to keep them abreast of new technology.

**MAY 2007 – OCTOBER 2009**

**AREA MANAGER, MV TRANSPORTATION (VARIOUS LOCATIONS)**

Transitioned North Carolina contracts. Organized and managed Pueblo, CO contract while working with the local union

**JULY 2002 – MAY 2007**

**AREA MANAGER, APPLE BUS COMPANY (VARIOUS NORTH CAROLINA & MISSOURI)**

Supported 10 counties para transportation services, including start-up of multiple locations and continued training and safety items.

**MARCH 1999 – JULY 2002**

**GENERAL MANAGER, SOUTHWEST TRANSPORTATION**

After starting our as a driver, developed and implemented non-emergency and para transit operations for multiple counties in Missouri.

## EDUCATION

**MAY 2014**

**MASTER OF BUSINESS; BUSINESS ADMINISTRATION**

**MAY 2012**

**BACHELOR OF SCIENCE; BUSINESS ADMINISTRATION**

## SKILLS

- Proficient in CTS Software, Routematch routing software, Trapeze routing software
- Avail, para scope, and other MDT formats
- Various certificates for FTA regulation classes
- Certificate for North Carolina Leadership public transportation program
- Strong computer skills

# LAURA PENNELL

923 Pasma Avenue, Portage, MI 49002 · (269) 532-1112

[Laura.pennell@applebuscompany.com](mailto:Laura.pennell@applebuscompany.com)

## EXPERIENCE

**JANUARY 2017 – CURRENT**

**OPERATIONS MANAGER, APPLE BUS COMPANY**

Maintain compliance for client and FTA items, investigate complaints, oversee trip sheets and vehicle assignments, perform payroll tasks

**FEBRUARY 2015 – JANUARY 2017**

**OFFICE SUPERVISOR, APPLE BUS COMPANY**

Maintain high levels of production in the office, answer phones, assist with trip placement, assist with dispatch needs

**JUNE 2010 – FEBRUARY 2017**

**DISPATCHER, APPLE BUS COMPANY**

Maintain communication with drivers, map trips, assist with trip placement

**SEPTEMBER 2002 – AUGUST 2008**

**CLERK, SWEET CONVENIENCE, INC**

Provide customer service, cash management, inventory, display

**AUGUST 2008 – JUNE 2009**

**PRODUCTION WORKER, FEMA CORPORATION**

Built and tested transmission valves, record production, train employees, quality control

## EDUCATION

1989

**PORTAGE CENTRAL HIGH SCHOOL**

## SKILLS

- Ability to pay attention to detail
- Communicate effectively between staff and drivers
- Knowledge of CTS software
- Knowledge of Parascope App
- Strong telephone communication skills

## VOLUNTEER

- Boy Scout Assistant Den Leader, 2000 to 2006
- Classroom Planner, 1996 to 2004
- Girl Scout Leader, 1997 to 2003

# TODD ANHALT

8876 East H Avenue, Kalamazoo, MI 49048 · (269) 330-4803

[Todd.Anhalt@applebuscompany.com](mailto:Todd.Anhalt@applebuscompany.com)

## EXPERIENCE

**MAY 2016 – PRESENT**

**SPECIAL TEAMS, APPLE BUS COMPANY**

Assist for short periods with special work both on-site and off, such as start-up business.

**NOVEMBER 2009 – PRESENT**

**TRAINING AND SAFETY SUPERVISOR, APPLE BUS COMPANY**

Driver training, driver evaluations, driver certifications, design and execution of safety material, safety meetings, road and driveway checks, ensuring on-going compliance

**JANUARY 2009 – NOVEMBER 2009**

**DRIVER, PRIDE CARE**

Assist passengers, map and route trips, perform vital safety tasks

**AUGUST 1988 – AUGUST 2008**

**U.S. NAVY**

Worked in high pressure situations to make time critical decisions. Entrusted with high priority tasks, trained, supervised, performed hull maintenance and welding. Received multiple commendations for service and excellence.

## EDUCATION

- **Associates Degree in Applied Science**
- **Welding Schools: SMAW plate and pipe all positions, GTAW pipe all positions**
- **Navy First Line Leader Courses**
- **Numerous Additional Leadership Courses**

## SKILLS

- 15+ years of leadership experience
- Verbal, written, and relationship building skills
- Smith System Driver Trainer
- Ability to work under pressure, stay organized and meet deadlines
- CTS software
- Parascope App



# Employee Handbook

Apple Bus Company

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## INTRODUCTION

This handbook is designed to acquaint employees with Apple Bus Company and provide information about working conditions, employee benefits, and some of the policies affecting employment. An employee should read, understand, and comply with all provisions of the handbook. It describes many employee responsibilities and outlines the benefit programs developed by Apple Bus Company. The handbook is not a contract. However, your compliance with it is a condition of your employment. One of the objectives is to provide a work environment that is conducive to both personal and professional growth.

This employee handbook is our attempt to keep employees informed of the terms and conditions of their employment, including company policies and procedures. Apple Bus Company reserves the right to revise, add or delete from this handbook regarding the terms or conditions of an employee's employment to the extent allowable by law. The only policy that will remain unchanged is our employment-at-will policy, allowing any active employee or Apple Bus Company to terminate employment with Apple Bus Company at any time for any reason. Employees will be notified when there are changes made to the handbook. No oral statements or representations can change the provisions of this handbook. If you believe any provisions of the handbook conflict with your understanding of the terms or conditions of your employment, you should immediately speak to your supervisor for clarification.

### ***Waiver of Breach***

The waiver by Apple Bus Company of any violation of any term or condition set forth in this employee handbook shall not operate as a waiver of any subsequent violation. No waiver shall excuse compliance with the provisions of the employee handbook unless placed in writing and signed by an officer of Apple Bus Company.

***Employee Acknowledgement Form***

I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

The employee handbook describes important information about Apple Bus Company, and I understand that I should consult my supervisor or the Apple Bus Company Home Office regarding any questions not answered in the handbook. I have entered into my employment relationship with Apple Bus Company voluntarily and acknowledge that there is no specified length of employment. Accordingly, either Apple Bus Company or I can terminate the relationship at-will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to Apple Bus Company's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the President, Vice-President, or Director of Support Services of Apple Bus Company has the ability to adopt any revisions to the policies in this handbook.

I acknowledge that I have received, reviewed, and understand my personal copy of the Apple Bus Company Employee Handbook. In consideration of my employment with Apple Bus Company, I agree to observe and abide by the conditions of employment, policies, and rules contained in this Handbook. I also understand and agree to all other company policies set forth including, but not limited to, those of prohibiting sexual harassment and discrimination, non-disclosure, and confidentiality policy.

I further understand and agree that my employment is entered into voluntarily and at all times shall remain "at-will". Just as I am free to resign at any time and for any reason, Apple Bus Company is free to terminate my employment at any time, for any reason. I understand that the terms and conditions set forth in this handbook represent the entire understanding between Apple Bus Company and me and that this understanding cannot be amended or altered in any way by oral statements made to me. The only way in which any understanding set forth in this handbook can be altered is by written agreement signed and dated by the President, Vice-President, or Director of Support Service of Apple Bus Company.

I understand that I have the right and ability to have this Employee Handbook reviewed by an attorney of my choosing and that I sign this Acknowledgment of Receipt and Review without duress or misunderstanding. One copy of this Acknowledgment of Receipt and Review must remain in this handbook at all times. The other copy will be placed in my personnel file.

**EMPLOYEE'S NAME (printed):** \_\_\_\_\_

**EMPLOYEE'S SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

### ***Company Profile***

Apple Bus Company is a Midwest owned and managed family business based out of Cleveland, MO in Southern Kansas City. Apple Bus Company is a full service transportation contractor. We offer transportation for school districts, hospitals, camps, churches, counties and cities in six states. Apple Bus was established in 2000 with eight vehicles and has grown to over 1000 vehicles in the last decade. Our 65+ years of top management experience and our attention to customer needs in an industry ruled by foreign companies has led to explosive growth and success for us.

Apple Bus Company's management experience sets us apart from most regional service providers. Apple Bus was started in the year 2000 with one objective in mind, to provide the safest quality transportation available. The President of Apple Bus Company, Mike Oyster has worked for the transportation giants and witnessed firsthand the importance of personal attention when it comes to a contracts transportation needs. By capitalizing on the large company experience and resources, they were able to identify the key aspects of safe, quality transportation accompanied with the flexibility and responsiveness of a regional transportation provider.

### ***Apple Bus Mission***

Our mission at Apple Bus Company is to provide customer-focused transportation to all passengers in the most safe and reliable manner. Ensuring the safety of all passengers, employees, and customers is the number one goal of Apple Bus Company.

## EMPLOYMENT POLICIES

### *Ethics Code*

The company will conduct its business honestly and ethically wherever APPLE BUS COMPANY may operate in the country. APPLE BUS COMPANY will constantly improve the quality of our services, products and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust and sound business judgment. No illegal or unethical conduct on the part of officers, managers, employees or affiliates is in APPLE BUS COMPANY best interest. APPLE BUS COMPANY will not compromise our principles for short-term advantage. The ethical performance of APPLE BUS COMPANY is the sum of the ethics of the men and women who work here. Thus, all APPLE BUS COMPANY employees are expected to adhere to high standards of personal integrity.

Employees of the company must never permit their personal interests to conflict, or even appear to conflict, with the interests of APPLE BUS COMPANY, its clients or affiliates. Employees must be particularly careful to represent themselves appropriately in any transaction with others with whom there is any outside business affiliation or relationship. Employees shall avoid using their company contacts to advance their private business or personal interests at the expense of APPLE BUS COMPANY, its clients or affiliates.

No bribes, kickbacks or other similar remuneration or consideration shall be given to any person or organization in order to attract or influence business activity.

Employees of APPLE BUS COMPANY will often come into contact with, or have possession of, proprietary, confidential or business-sensitive information and must take all appropriate steps to ensure that the confidentiality of such information is maintained. This information - whether it belongs to our company or any of its clients or affiliates - may include strategic business plans, operating results, marketing strategies, customer lists, personnel records, upcoming acquisitions and divestitures, new investments, or processes and methods. Proprietary, confidential and sensitive business information about our company, other companies, individuals and entities must be treated with sensitivity and discretion, and only be disseminated on a need-to-know basis. Employees will seek to report all information accurately and honestly.

Employees will refrain from gathering competitor intelligence by improper means and refrain from acting on knowledge that has been gathered in such a manner. Officers, managers and employees will seek to avoid exaggerating or disparaging comparisons of the services and competence of their competitors.

Employees will obey all applicable Equal Employment Opportunity Laws and act with respect and responsibility towards others in all of their dealings. Employees agree to

promptly disclose unethical, dishonest, fraudulent and illegal behavior, or any violation of company policies and procedures, directly to management.

Employees are also required to report to management any inquiries made of an employee or fellow employees by any Federal, State or local agencies regarding the conduct or activities of APPLE BUS COMPANY.

Examples of unethical, fraudulent or illegal acts include:

- Theft or misuse of employee, company or customer property.
- Violation of any federal, state, or local laws.
- Offer or acceptance of money or gifts from a customer or vendor in violation of company guidelines.
- Violation of APPLE BUS COMPANY Code of Ethics, policies or procedures.

Violation of the Code of Ethics can result in discipline, including possible termination. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation. If you have any doubt about whether an employee's conduct or that of another meets APPLE BUS COMPANY ethical standards or compromises the reputation of APPLE BUS COMPANY, please discuss it with your immediate supervisor. Remember that good ethics are good business!

### ***Outside Employment***

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with APPLE BUS COMPANY. All employees will be judged by the same performance standards and will be subject to APPLE BUS COMPANY scheduling demands, regardless of any existing outside work requirements.

If APPLE BUS COMPANY determines that an employee's outside work interferes with performance or the ability to meet the requirements of APPLE BUS COMPANY as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with APPLE BUS COMPANY.

### ***Personal Appearance***

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image APPLE BUS COMPANY presents to customers and visitors.

During business hours or when representing APPLE BUS COMPANY, an employee is expected to present a clean, neat, and tasteful appearance. Employees should dress and groom oneself according to the requirements of their position and accepted social standards. This is particularly true if an employee's job involves dealing with customers or visitors in person.

If it is determined by a member of management that an employee's personal appearance is inappropriate, the employee may be asked to leave the workplace until he or she is properly dressed or groomed. Under such circumstances, an employee will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance. When necessary, reasonable accommodations may be made to a person with a disability. Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- All shirts/blouses need to be sleeved and completely cover the torso. No tank tops, tube or halter-tops, cut-off shirts, or bare midriffs. If you find it questionable, remember modesty in dress is best.
- If shorts or skirts are worn, they should be at least 3 inches above the center of the knee cap or longer and hemmed. No cut-off shorts.
- All clothing should be neat, clean, not frayed or with holes. (Exceptions may be made based upon practicality for certain maintenance assignments.)
- Mechanics must be in company provided uniforms when on duty. Your uniform must be clean. If your work is hard on your clothes, you need to replace your uniform whenever it starts to wear out. Keep in mind, the company wants to convey a professional image to its customers.
- No clothing with printing, embroidery, or otherwise displaying vulgar, demeaning, sexual suggesting, or racially slurring words or images. Neither shall any clothing display references to alcohol, tobacco, drugs, or drug paraphernalia.
- Shoes need to be non-skid and cannot be open-toed or open-heeled. High heels or platform soles are also prohibited.
- Hairstyles are expected to be in good taste.
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, are not professionally appropriate and must not be worn during business hours.
- Torso body piercing with visible jewelry that can be seen through or under clothing must not be worn during business hours.
- Visible excessive tattoos and similar body art must be covered during business hours.

### ***Company Property***

Because of the requirements of their position/job, some employees may be issued laptops, cell phones and other types of business equipment while working for APPLE BUS COMPANY. These items are considered company property and should be handled with care to avoid theft, damage and misuse. Company property shall not be used for personal benefit or borrowed, used or given away regardless of its condition. Knowledge of any suspected or actual loss, theft, damage or destruction of company property should be reported to your direct supervisor. In the event company property is stolen or damaged while in possession of an employee he/she may be responsible for replacement of the item at his/her personal expense. Likewise, all company property should be returned to your direct supervisor should the employment relationship end or the duties of the employee be changed. Failure to do so may result in deductions from an employee's final paycheck for the replacement cost of the item.

When using company-issued vehicles or property, employees are expected to exercise care, perform required maintenance and all safety and operational guidelines. When operating a company vehicle, employees are expected to drive courteously and safely.

Please notify your direct supervisor if any equipment or vehicles appear to be damaged, defective or in need of repair.

Fines resulting from traffic or parking violations when using a company vehicle are the responsibility of the employee driving the vehicle. Traffic tickets and accidents involving company vehicles must be reported to your direct supervisor.

Unsafe use of company property and vehicles may result in discipline or termination, depending upon the severity of the circumstances.

### ***Personal Vehicle and Property***

Damage or theft to an employee's personal property or vehicle while on company property or while performing company business is not the responsibility of APPLE BUS COMPANY. Law enforcement authorities should be called as appropriate to report a crime or accident.



## ***Rules of Conduct***

To ensure orderly operations and provide the best possible work environment, APPLE BUS COMPANY expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

APPLE BUS COMPANY wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity and value for all of our employees, clients, customers and other stakeholders. Every employee has a shared responsibility toward improving the quality of the work environment. By deciding to work at this company you agree to follow APPLE BUS COMPANY rules and to refrain from conduct that is detrimental to our goals.

Remember that while we value our employees, APPLE BUS COMPANY maintains the right to terminate an employee at any time and for any reason, with or without notice. The standard of the company is to have employees provide a written notice two weeks prior to their desired date of termination from employment. APPLE BUS COMPANY reserves the right to revoke the two week notice at any time without further compensation to the employee.

Violation of the prohibited conduct set forth below, or any other conduct deemed inappropriate, may subject an employee to disciplinary action, including oral or written warnings, suspension without pay, transfer or possible termination. Although APPLE BUS COMPANY may utilize progressive discipline, it is not required. If you have any questions about your conduct or that of a fellow employee, immediately consult APPLE BUS COMPANY.

It is not possible to list all forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Possessing, using, distributing, selling, negotiating the sale of, or being under the influence of alcohol, drugs or other controlled substances during working hours, on company property, while operating employer-owned vehicles or equipment or on any company business. Any employee who appears to be under the influence of such substances is forbidden to operate a company vehicle and will be subject to drug and/or alcohol testing at a company-chosen medical facility.
- Fighting or threatening violence in the workplace
- Falsification of the hours worked by you or any other employee
- Falsification of any other employment related document including, but not limited to: job applications, personnel files, employment review documents, intra-company communication, communications with those outside APPLE BUS COMPANY, expense records, etc

- Theft or destruction of company property or that of visitors, clients or fellow employees
- Possession of potentially hazardous or dangerous property, such as firearms, weapons, chemicals, etc
- Sexual or other harassment of any fellow employee or client
- Unauthorized or excessive use of company property or property of any visitors, customers, fellow employees, including but not limited to, vehicles, supplies, telephones, mail and computers
- Disclosure of company trade secrets or any other confidential or proprietary information of APPLE BUS COMPANY, its customers or fellow employees
- Insubordination, including but not limited to, refusal to perform a requested or required job task
- Failure to follow, or general neglect of, safety rules and procedures
- Excessive tardiness or absences
- Smoking, other than the designated area outside of the building. Smoking is strictly prohibited in any company vehicle or facility
- Solicitation of fellow employees on APPLE BUS COMPANY's premises for any purpose
- Failure to dress appropriately according to the rules outlined in the handbook
- Failure to keep one's workplace in a neat and clean condition
- Use of obscene or otherwise inappropriate language or conduct in the workplace
- Fighting or inappropriate horseplay which is either distracting to fellow employees or unsafe
- Criminal activity at the workplace
- Employee conviction of criminal activity outside the workplace, or lack of reporting of such an event to APPLE BUS COMPANY

- Off-duty conduct that can affect APPLE BUS COMPANY credibility or reputation
- Outside employment which interferes with an employee's ability to perform his/her job at this company including, but not limited to, that with a competitor of APPLE BUS COMPANY
- Gambling on company premises
- Sleeping on the premises or other neglect of job duty
- Taking unauthorized gratuities in connection with company business
- Lending keys or company property to unauthorized persons or allowing duplicate keys to be made without prior authorization
- Leaving the building during regular work hours without prior authorization
- Sexual or other harassment or discrimination against an employee, customer or visitor because of that person's race, religion, color, sex, age, disability or national origin. (If an employee feels such conduct or behavior has taken place toward themselves or others, the employee is required to immediately report the incident to management. APPLE BUS COMPANY realizes that an employee may be reluctant to discuss these matters. This will be a confidential discussion and will not be considered adversely against an employee, regardless of the outcome.)
- Creating bad will toward others through the spread of gossip or other inappropriate and non-professional behavior

Understand that other behaviors may also result in discipline or termination.

### **Reporting Concerns/Complaints/Grievances**

APPLE BUS COMPANY is committed to providing the best possible working conditions for all employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, concern or question can be addressed and discussed. Employees should be aware of the communication channels available and how to use them when questions or concerns arise.

If there is a work-related concern, complaint or grievance, employees should discuss the matter first with their supervisor. Supervisors will exert great effort to informally resolve any work-related questions or concerns. They have the responsibility and authority to listen, evaluate, investigate and respond objectively.

If an employee is uncomfortable discussing an issue with their supervisor, or reasonably believes that his/her supervisor should not be present during the first step of the