



City of Raleigh / GoRaleigh

Request for Proposals

Transit Management Services

August 18, 2016

**RFP # 08182016-007**

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# **1.0 SOLICITATION, OFFER, AND AWARD**

## 1.1 Scope

**DATE PROPOSALS DUE:** September 22, 2016 @ 2 PM

**PROCURING AGENCY:** City of Raleigh  
Department of Transportation  
Transportation Operations Division  
222 West Hargett Street, 4<sup>th</sup> Floor  
Raleigh, NC 27601

The contract awarded hereunder shall be for **TRANSIT MANAGEMENT SERVICES** with a **SERVICE FEE OPTION** in accordance with the terms and conditions set forth below. The contract shall be a firm, fixed-price contract.

## 1.2 Contract Documents

Any contract resulting from this solicitation shall include the following, which are incorporated herein:

### **TRANSIT MANAGEMENT SERVICES**

- a. Part 1.0 -- Solicitation, Offer & Award
- b. Part 2.0 -- Contractual Provisions
- c. Part 3.0 -- Technical Specifications

Addenda - As issued.

## 1.3 Definitions

The following are definitions of special terms used in this document.

- a. Procuring Agency - The City of Raleigh.
- b. Contracting Officer - The person who is executing this contract on behalf of the Procuring Agency and who has complete and final authority except as limited herein.
- c. Authorized Signee - The person who is executing this contract on behalf of the Proposer and who is authorized to bind the Proposer.
- d. Work - Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the contract and necessary to the completion thereof.
- e. Proposer - The company or firm that is preparing the proposal for Management Services for GoRaleigh.

**1.4 Proposal Requirements**

Sealed Proposals in original, three (3) copies, and one electronic copy (PDF format preferred) will be received until 2:00 p.m. on the date and at the address shown in Section 1.1, at the office of the Transit Administrator, 222 West Hargett Street, Raleigh, North Carolina, local time, for **TRANSIT MANAGEMENT SERVICES**. An early postmark will not suffice. Ample time should be allowed for postal delivery.

**1.5 Submittal Address**

Proposals shall be submitted to the following address:

(Mailing Address) Transit Administrator  
City of Raleigh  
Department of Transportation  
Transportation Operations Division  
P. O. Box 590  
Raleigh, NC 27602

(Physical Address) Transit Administrator  
City of Raleigh  
Department of Transportation  
Transportation Operations Division  
222 West Hargett Street, 4<sup>th</sup> Floor  
Raleigh, NC 27601

**1.6 Proposal Evaluation Procedures (Includes Pre-Proposal, Pre-Award, and Post-Award Protest Procedures)**

This section establishes procedures for Proposers to see clarification or review of the technical specifications, evaluation procedures and addenda. Absent any request for clarification or review of the technical specifications, evaluation procedures, or addenda, the interpretation of the Procuring Agency on the Proposal documents shall be final and controlling. Any protest shall include: name of protestor; solicitation/contract number or description, and statement of grounds for protest. Any protest shall be mailed or hand delivered to the office of the:

(Mailing Address) Transit Administrator  
City of Raleigh  
Department of Transportation  
Transportation Operations Division  
P. O. Box 590  
Raleigh, NC 27602

(Physical Address) Transit Administrator  
City of Raleigh  
Department of Transportation  
Transportation Operations Division  
222 West Hargett Street, 4<sup>th</sup> Floor  
Raleigh, NC 27601

Any unapproved deviations, exceptions, substitutions, alterations, or conditional qualifications contained in a Proposal may be cause for its rejection.

**(1) PRE-PROPOSAL PROTEST** - Requests for clarification of specifications, and protest of specifications must be received by the Procuring Agency, in writing, not less than fourteen (14) days before the Proposal due date to follow analysis of the request. Any request for protest of the specifications must be fully supported with specifications and illustrations or other pertinent information as evidence that the substitute offered is equal to or better than the specifications requirement. The Procuring Agency shall consider requests and take one of the following actions:

- (a) Reject the request because it does not meet the requirements of the Procuring Agency.
- (b) Approve the request.
- (c) Require the Proposer to supply additional information in order to make a proper determination.

Replies to requests will be postmarked at least seven (7) days before the Proposal due date.

A notice shall be furnished to all parties receiving specifications so that all Proposers may Proposal accordingly.

**(2) PRE-AWARD PROTEST** - A Pre-Award Protest must be received by the Procuring Agency, in writing, not less than seven (7) days before the Proposal due date to allow analysis of the request. Any protest must be fully supported with documentation. The Procuring Agency shall consider protests and take one of the following actions:

- (a) Reject the protest because requirements of the Procuring Agency are not being met.
- (b) Approve the request.
- (c) Require the Proposer to supply additional information relating to the protest in order to make a proper determination.

**(3) POST-AWARD PROTEST** - A Post-Award Protest must be received by the Procuring Agency, in writing, not less than five (5) days after the due date of the solicitation. Any protest must be fully supported with documentation. The Procuring Agency shall consider protests and take one of the following actions:

- (a) Reject the protest because requirements of the Procuring Agency are not being met.
- (b) Approve the request.
- (c) Require the Proposer to supply additional information relating to the protest in order to make a proper determination.

**(4)** Appeals of decisions regarding Pre-Proposal, Pre-Award, or Post-Award Protests shall be submitted in writing to the Procuring Agency not later than three (3) days from the date of the response of the Procuring Agency. The appeal shall, at a minimum, identify the decision in question, specify all reasons why the appealing party disagrees with the decision, and shall include all facts and justification, including technical information, in support of its position. The Procuring Agency may request additional information from the appealing party which shall be submitted in writing to the Procuring Agency not later than five (5) working days following receipt of the request for information.

Appeals will be decided on the basis of the written appeal, information and written responses submitted by the appealing party, and information submitted by other Proposers. All parties shall make written submissions as complete as possible. Failure of any party to timely respond to a request for information may be construed that such party does not wish to participate in the proceeding, does not contest the matter, or does not desire to submit a response. In such event, the appeal will proceed and will not be delayed due to a lack of a response.

**(5)** Upon receipt and review of written submissions and any independent investigation as deemed appropriate, the Procuring Agency shall either:

- Render a decision which shall be final and advise all interested parties of same in writing; or,
- At the discretion of the Procuring Agency, conduct an informal hearing at which the interested participating parties will be afforded an opportunity to present their respective positions, facts, documents, justification, and technical information in support thereof.

Following the informal hearing, the Procuring Agency shall render a decision, which shall be final and advise all interested parties thereof in writing. Parties dissatisfied with the final decision of the Procuring Agency, whether following review of the written

submission or informal hearing, may utilize the appeal procedure set forth in FTA Circular 4220.1D.

## **1.7 Proposal Preparation**

Proposers are required to submit their responses sealed and properly identified as follows:

A sealed envelope containing proposal shall contain on the outside the name, address, and phone number of the Proposer and be clearly marked “**Transit Management Services.**”

All proposals must be typed or word processed documents. The proposal must be executed personally by the Proposer or, if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the Proposer should be sent with the proposal. If the Proposer is a corporation, the certificate of corporate Proposer must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the proposal. By execution of the proposal, the Proposer accepts all general and special conditions of the contract and the specifications.

If the Proposal is altered, any erasure or alteration of the figures on the item on which the erasure or alteration is made must be initialed by the signee of the Proposal.

**a. Required Submissions** - The following must be submitted with Proposers proposal:

- (1) Proposal;
- (2) Draft Contract;
- (3) Acknowledgment of Addenda (if necessary) (1.12.1);
- (4) City of Raleigh Nondiscrimination Agreement and Acknowledgment (2.0, Attachment C);
- (5) Certification Regarding Debarment, Suspension and Other Responsibility Matters (2.0, Attachment B); and
- (6) Certification of Restrictions on Lobbying (2.0, Attachment A).

**b. Errors in Proposals** –

- (1) If there is an honest mistake in the proposal due to clerical errors and the Proposer calls attention thereto promptly, he will not be bound by the proposal.
- (2) Where the mistake was a result of the Proposer’s negligence and the Procuring Agency has no knowledge of the mistake when proposals were opened and contract forwarded, the Proposer will not be released and shall be bound by the proposal.

- (3) If a mistake is not discoverable and verifiable by the Procuring Agency, the Proposer's incorrect interpretation of the specifications set forth in the contract will not release the Proposer from his obligations once a contract has been awarded by City Council and the Proposer has received notice of such award.

### **1.8 Proposal Postponement and Amendment**

The Procuring Agency reserves the right to revise or amend the specifications up to the time set for submittal of Proposals. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective Proposers. If the revisions and amendments require changes in the Proposal, the date set for opening Proposals may be postponed by such number of days as in the opinion of the Procuring Agency shall enable Proposers to revise their Proposals. In any case, Proposal opening shall be at least five (5) working days after the last amendment, and the amendments shall include an announcement of the new date, if applicable, for opening Proposals.

### **1.9 Proposal Rejection**

The Procuring Agency reserves the right to accept or reject in whole or in part any Proposal submitted or to waive any informality for the best interest of the Procuring Agency. Conditional Proposals, or those, which take exception to the specifications, will be considered non-responsive and will be rejected.

### **1.10 Proposal Withdrawal**

No Proposals may be withdrawn after Proposal opening.

### **1.11 Award Procedure**

Proposals shall be guaranteed for 120 days after the Proposal opening date to allow for comprehensive evaluation of Proposals. Within 120 calendar days after the Proposal opening, the Contracting Officer shall deliver the contract documents. Delivery of contract documents shall be determined by the Proposer's signature on the return receipt request, or verification of e-mail confirmation.

### **1.12 Amendments**

The Proposer shall acknowledge receipt of all amendments to these documents. Failure to acknowledge receipt of all amendments may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the offer.

**1.12.1 ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda to the Proposal Documents:

ADDENDUM NO. \_\_\_\_\_, DATED: \_\_\_\_\_

NOTE: Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

## **2.0 CONTRACTUAL PROVISIONS**

FEDERAL AND STATE REQUIREMENTS  
AND SPECIAL CONDITIONS  
*for*  
*OPERATIONS and MANAGEMENT CONTRACTS*

**2.1 General**

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (19), dated October 1, 2012; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

**THE FOLLOWING MAY BE USED SYNONYMOUSLY:  
“BIDDER” AND “CONTRACTOR”  
“PURCHASER”, “PROCURING AGENCY” AND “OWNER”**

**2.2 Federal Changes**

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

**2.3 Notification of Federal Participation**

To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will be eligible to participate in this bid, 20.505, 20.507, 20.500, 20.513, 20.509, 20.516, and 20.521. Federal funding assistance up to eighty (80%) percent may be provided.

## **2.4 Definitions**

*Third Party Agreement*, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following agreements, such as:

- (1) Third party contracts,
- (2) Leases,
- (3) Third party subcontracts; and
- (4) Other similar arrangements or agreements.

*Third Party Participant*, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following participants, such as:

- (1) Third party contractors,
- (2) Lessees,
- (3) Third party subcontractors, and
- (4) Other participants in the Project

## **2.5 Conflict of Interest**

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

## **2.6 Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). 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 comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. 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 recipient.

*The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$100,000 or more and prior to the award of the contract.*

## **2.7 Civil Rights**

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, 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.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients", May 13, 2007.

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

(a) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as “construction,” the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

(3) **Nondiscrimination on the Basis of Age** – The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

(4) **Nondiscrimination on the Basis of Sex** - The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

(5) **Access for Individuals with Disabilities** - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public

accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

(6) **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

(7) **Environmental Justice.** The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing; and FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

(8) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

(9) **Other Nondiscrimination Laws.** The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

(10) 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.

## **2.8 Contracting with Disadvantaged Business Enterprises**

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective October 1, 2004.

a. This contract is subject to the requirements of U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26 [*U.S. DOT*

*published final rule, "Disadvantaged Business Enterprise: Program Improvements," 49 C.F.R. Part 26, on January 28, 2011 (see 76 Fed. Reg. 5083)], and Section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, as amended by Section 451 of the Hiring Incentives to Restore Employment (HIRE) Act, Pub. L. 111-147, March 18, 2010, 23 U.S.C. § 101 note.*

The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is **8.6%**.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **Procuring Agency** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Procuring Agency. In addition, these may apply:

- **the contractor may not hold retainage from its subcontractors; or**
- **is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed; or**
- **is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Procuring Agency and contractor's receipt of the partial retainage payment related to the subcontractor's work.**

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

## **2.9 Clean Air Act**

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report any violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the State and/or FTA and the appropriate EPA Regional Office.

(b) 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.

## **2.10 Clean Water**

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377, The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) 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.

## **2.11 Environmental Protection**

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S. C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser's responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.* November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

## 2.12 Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

## 2.13 Buy America

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet Buy America. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA determines otherwise in writing. Buy America requirements state 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 waiver requirements are listed in 49 CFR 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device, which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Small purchases (currently less than \$100,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a sixty (60%) percent domestic content. Rolling stock that is not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. ***Rolling stock includes:*** buses, other vehicles used in transportation, train control equipment, communication equipment, and traction power equipment.

**Effective July 24, 1995 small purchases (under the \$100,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".**

*These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the purchaser the appropriate Buy America certification (Attachment C or D) with all bids where FTA funds are provided, except those subject to a general waiver or less than \$100,000.*

***BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION MUST BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either C or D) SHALL BE SUBMITTED.*** The certification requirement does not apply to lower tier subcontractors.

#### **2.14 Pre-Award and Post-Delivery Audits of Rolling Stock Purchases**

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet the requirements of the Pre-Award and Post-Delivery Audits for Rolling Stock. 49 U.S.C. Section 5323(m) and FTA's implementing regulation 49 CFR Part 663, dated September 24, 1991, and, when promulgated, any amendments to those regulations, require all recipients purchasing vehicles carrying passengers to conduct pre-award and post-delivery audits. If the provisions of 49 U.S.C. Section 5323(m), as amended by SAFETEA-LU conflict with FTA's implementing regulations as currently promulgated the provisions of 49 U.S.C. Section 5323(m), as amended, prevail.

##### Pre-Award Audit:

Pre-award information may also be submitted with the bid.

(1) Buy America Requirements: (for contracts of \$100,000 and more)

The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (see Section 14. Buy America). If the Contractor certifies compliance with Buy America, it shall provide supporting documentation that indicates that 60% of the cost of all components is manufactured in the United States and that final assembly takes place in the United States. The documentation shall include:

- a) the component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;
- b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of the final assembly; and
- c) a copy of the letter from FTA granting a waiver on the vehicle(s) for all or part of the Buy America requirement under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act (STAA) of 1982, as amended;

(2) Federal Motor Vehicle Safety Standards (FMVSS) Certification: (must be completed for all purchases)

The Contractor shall submit:

- a) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS regulations; or
- b) the manufacturer's certified statement that the contracted vehicles will not be subject to the FMVSS regulations.

(3) Solicitation Specification Requirements:

The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

Post-Delivery Audit:

Upon completion of the vehicle(s), and prior to filing of the title, the successful bidder shall provide the information indicated in 1-3 above. This post-delivery audit is required to ensure that the vehicle(s) were manufactured as intended. Failure to comply with this requirement or inability to certify Buy America compliance shall be cause for rejection of the vehicle(s).

Upon delivery and acceptance of the equipment, the vehicle(s) shall undergo a thorough visual inspection and road test to assure compliance to contract specifications.

\*Note - The term "manufacturer" shall include, but not be limited to, the chassis manufacturer; the secondary manufacturer; a second party providing additions or modifications to the vehicle, and/or the bidder.

Please refer to EXHIBIT I regarding computation of component and subcomponent parts.

The Contractor shall require the lowest bidders, determined at bid opening, to submit the Pre-Audit information within three (3) working days of the request. This information may also be submitted with the bid. **This pre-award audit information is required to be eligible for award of the bid.** Failure to comply with this requirement shall be cause for rejection of the bid.

Certifications of Pre-Award and Post-Delivery Audits should be presented with documentation from contractor. Additional documentation should be made available upon request.

## **2.15 Fly America**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients 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.

## **2.16 Recycled Products**

The Recycled Products requirement applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000. These requirements flow down to all contractor and subcontractor tiers.

To the extent possible the contractor agrees to comply with U. S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962. The contractor agrees to provide competitive preference for products and services that conserve natural resources, protect the environment and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

These items include, but may not be limited too:

***Paper and paper products***, excluding building and construction paper grades.

***Vehicular products:***

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
- (b) Tires, excluding airplane tires.
- (c) Reclaimed engine coolants, excluding coolants used in non- vehicular applications.
- (d) Rebuilt vehicular parts.

***Transportation products:***

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.

- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

***Miscellaneous products:***

- (a) Pallets containing recovered wood, plastic, or paperboard.
- (b) Sorbents containing recovered materials for use in oil and solvent clean-ups and as animal bedding.
- (c) Industrial drums containing recovered steel, plastic, or paper.
- (d) Awards and plaques containing recovered glass, wood, paper, or plastic.
- (e) Mats containing recovered rubber and/or plastic.
- (f) (1) Non-road signs containing recovered plastic or aluminum and road signs containing recovered aluminum.  
(2) Sign supports and posts containing recovered plastic or steel.
- (g) Manual-grade strapping containing recovered steel or plastic.
- (h) Bike racks containing recovered steel or plastic.
- (i) Blasting grit containing recovered steel, coal and metal slag, bottom ash, glass, plastic, fused alumina oxide, or walnut shells.

***Park and recreation products:***

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.
- (c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.
- (d) Playground equipment containing recovered plastic, steel, or aluminum.

***Landscaping products:***

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, grass clippings, and/ or food waste for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.
- (e) Plastic lumber landscaping timbers and posts containing recovered materials.

***Non-paper office products:***

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.

- (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.
- (h) Plastic clipboards containing recovered plastic.
- (i) Plastic file folders containing recovered plastic.
- (j) Plastic clip portfolios containing recovered plastic.
- (k) Plastic presentation folders containing recovered plastic.
- (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

## **2.17 Debarment and Suspensions**

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the **Procuring Agency**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Procuring Agency**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Procuring Agency agrees and assures that its third party contractors and lessees will review the “Excluded Parties Listing System” at <https://www.sam.gov/> before entering into any subagreement, lease or third party contract.

The Procuring Agency will be reviewing all third party contractors under the

Excluded Parties Listing System at <https://www.sam.gov/> before entering into any contracts.

*The requisite Debarment and Suspension Certification is included as ATTACHMENT B (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.*

## **2.18 Termination or Cancellation of Contract**

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

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

The Owner may terminate this contract in whole or in part, for the Owner's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all equipment (property of Owner), data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of the Owner shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Owner may complete the work by issuing another contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Owner.

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

## **2.19 Breach of Contract**

If the Contractor does not deliver the required services or 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 Owner may terminate this

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

The Owner 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 the Contractor fails to remedy to Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Owner setting forth the nature of said breach or default, The Owner shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Owner, 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.

## **2.20 Resolution of Disputes**

*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 Owner. 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 authorized representative of the Owner. 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 authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

*Performance During Dispute* - Unless otherwise directed by the Owner, 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 employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner 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 Owner 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 Owner, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **2.21 Protest Procedures**

To ensure that protests are received and processed effectively the Purchaser shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NCDOT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Purchaser before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Purchaser's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the NCDOT must be received by the Department within three (3) working days of the date the protester knew or should have known of the violation. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

## **2.22 No Federal Government Obligations to Third Parties**

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal

Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **2.23 False or Fraudulent Statements or Claims**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project. Accordingly, upon execution of the underlying contract or agreement the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement involving a project authorized under 49 U.S.C. chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 or other applicable Federal statute 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 FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **2.24 Access to Records and Reports**

The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g).

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. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5310, 5311, 5316, or 5317.

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 (3) years after that 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 Purchaser, 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 C.F.R. 18.39 (i)(11).

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for five (5) years after that 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 Purchaser, 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.

## **2.25 Privacy**

To the extent that the Contractor, or its subcontractors, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, Contractor agrees to comply with, and assure the compliance of its subcontractors, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act).

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.

## **2.26 Contract Work Hours and Safety Standards Act (applies to non-transportation services)**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the

original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

**Clause Language:**  
**Contract Work Hours and Safety Standards**

(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 damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the

contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **2.27 Transit Employee Protective Agreements**

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.) These provisions are applicable to all contracts and subcontracts at every tier.

### 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. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Subsection of the Master Agreement do not apply to Projects for elderly individuals or individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, Projects for nonurbanized areas authorized by 49 U.S.C. § 5311; or Projects for the over-the-road bus accessibility program authorized by section 3038 of TEA-21, as amended by

section 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. Separate requirements for those Projects are set forth in Subsections (b), (c), and (d), respectively, below. *[Amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(b) Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority subrecipient participating a Project authorized by 49 U.S.C. § 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions, if any, are identified in the U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification, to the extent that certification is required. Any U.S. DOL certification that may be provided and any documents cited therein are incorporated by reference and made part of the Grant Agreement. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(c) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(d) Employee Protective Arrangements for Projects Financed by the Over-the-Road Bus Accessibility Program. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Over-the-Road Bus Accessibility Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any

alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. [New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 *Fed. Reg.* 47046 *et seq.*, August 13, 2008.]

- (2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

## **2.28 Project Labor Agreements (formerly Neutrality in Labor Relations)**

As a condition of contract award, the Owner may require a third party contractor or subcontractor to have an affiliation with a labor organization such as a project labor agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements [PLA] for Federal Construction Projects," February 6, 2009, 41 U.S.C. ch. 39, Refs & Annos., except as the Federal Government determines otherwise in writing.

## **2.29 Federal Motor Carrier Safety Administration**

The Contractor and its subcontractors, lessees or third party contractors will comply to the applicable provisions of the following promulgated U.S. FMCSA regulations.

### **Financial Responsibility.**

1. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, the Contractor agrees to comply with U.S. FMCSA regulations, "Minimum Level of Financial Responsibility for Motor Carriers", 49 U.S.C. Part 387, Dealing with economic registration and insurance requirements.
  - a) The amount of insurance required of Federal assistance recipients (5307, 5310 and 5311) is reduced to the highest amount of any state in which the transit provider operates.
2. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, and the grant recipient is not a unit of government (defined as Federal Government, a state, any political subdivision of a state or any agency established under a compact between states), the Contractor agrees to comply with U.S. FMCSA regulations, Subpart B, "Federal Motor Carrier Safety Regulation", at 49 CFR Parts 390 through 396.

Driver Qualifications.

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA’s regulations, “Commercial Driver’s License Standards, Requirements, and Penalties”, 49 CFR Part 383.

Substance Abuse Rules for Motor Carriers

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA’s regulations, “Drug and Alcohol Use and Testing Requirements” 49 CFR Part 382, which apply to transit providers that operate a commercial motor vehicle that has a gross vehicle weight rating over 26,000 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

**2.30 National Intelligent Transportation Systems Architecture and Standards**

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing. (*applicable to ITS projects*)

**2.31 Charter Service**

The Charter Bus requirements apply to all Operational Service Contracts. The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

The contractor agrees that no project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, “Charter Service,” 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the Grant Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project and part of this procurement. The following FTA’s Charter Service regulations, apply: (1) the requirements of FTA’s Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA’s Charter Service regulations will apply to the Recipient’s charter operations, and (3) a pattern of violations of FTA’s Charter Service regulations may require corrective measures and imposition of remedies, including barring the Recipient, subrecipient, lessee, third party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal

assistance as set forth in Appendix D to those regulations. *[Amendments to FTA regulations, "Charter Service," 49 C.F.R. Part 604, were published at 73 Fed. Reg. 2325 et seq., January 14, 2008, and amended at 73 Fed. Reg. 44927 et seq., August 1, 2008, and at 73 Fed. Reg. 46554 et seq., August 11 2008.]*

### **2.32 School Bus Operations**

The School Bus requirements apply to all Operational Service Contracts. The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

### **2.33 Drug and Alcohol Testing**

The Contractor agrees to comply with the FTA Drug and Alcohol Regulation, 49 CFR 655, revised October 1, 2005, that implemented 49 U.S.C. § 5331, and any subsequent revisions or amendments thereto, in establishing and implementing a drug use and alcohol misuse testing program. This program is to be strictly applied to all safety sensitive employees of the Contractor for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing. This program takes effect immediately upon the execution of the contract.

### **2.34 State and Local Disclaimer**

The Owner does not warrant or make any representation as to the accuracy or completeness of the information, text, graphics, links and other items contained in this document or on this server or any other server. Such materials have been compiled from a variety of sources and are subject to change without notice from the State and FTA.

### **2.35 Geographic Preference**

Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in evaluation or award of bids or proposals, except where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

### **2.36 Incorporation of Federal Transit Administration (FTA) Terms**

The preceding 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 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

### **2.37 Hold Harmless**

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Owner of this Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

### **2.38 Safe Operation of Motor Vehicles**

#### **a. Seat Belt Use.**

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

#### **b. Distracted Driving, Including Texting While Driving.**

Consistent with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety. The Contractor is encouraged to:

- (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.

- (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

c. Definitions

- (1) “Driving” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. “Driving” does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

- (2) “Text Messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

### **2.39 Exclusionary or Discriminatory Specifications or Requirements**

The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support any sub-contracts that use exclusionary or discriminatory specifications or requirements.

### **2.40 North Carolina State Ethic’s Requirement**

Pursuant to Governor Perdue’s Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor’s Cabinet Agencies and the Office of the Governor:

- 1) “By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§ 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder,

contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor’s Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

To be added near the signature portion of all contracts let by the Governor’s Cabinet Agencies and the Office of the Governor:

“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.”

#### **2.41 Sensitive Security Information**

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, “sensitive security information” made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, “Protection of Sensitive Security Information,” 49 CFR Part 1520.

**2.42 Non-Discrimination**

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

**2.43 Minority or Women Owned Businesses**

Pursuant to General Statutes of North Carolina Section 143-128 and 143-131 and to City policy, the City of Raleigh encourages and provides equal opportunity for Certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include - Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their proposal, and how that participation will be achieved.

Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to Certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding. The goal breakdown is 8% for minorities and 7% for non-minority females.

**2.44 Assignment**

This Contract may not be assigned without the express written consent of the City.

**2.45 Applicable Law**

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

**2.46 Insurance**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The

requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

**a) Commercial General Liability**

Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 average shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**b) Automobile Liability**

Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy.

Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

**c) Worker's Compensation & Employers Liability**

Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

**d) Additional Insured**

Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Raleigh is named additional insured as their interest may appear**'.

**e) Certificate of Insurance**

Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**City of Raleigh  
Post Office Box 590  
Raleigh, NC 27602-0590**

**f) Umbrella or Excess Liability**

Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Raleigh as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

**g) Professional Liability**

Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

**h) Indemnity**

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

**2.47 Intellectual Property**

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

**2.48 Force Majeure**

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

**2.49 Advertising**

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

**2.50 Cancellation**

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

## **2.51 Laws/Safety Standards**

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

**A. Accident Prevention**

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

**B. Environmental Protection**

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

**C. Employee Education and Training**

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

**Applicability of North Carolina Public Records Law**

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

**2.52 Miscellaneous**

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract, and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

## 2.53 Audit

The City of Raleigh Internal Audit Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

In the event of such an audit, Contractor agrees that the City, or its designated representative, shall have the right to review and to copy any work, materials, payrolls, records, data, supporting documentation, or any other sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. The Contractor agrees that the City, or its designated representative, shall have access to Contractor personnel pertaining to the performance of this contract, including but not limited to financial, performance, operations and compliance records. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Further, Contractor agrees to include a similar right to the City to audit and interview staff in any subcontract related to performance of this contract.

Contractor shall require all payees to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees have the same right to audit provisions contained in this Contract.

The City agrees to provide Contractor with an opportunity to discuss and respond to any findings before a final audit report is issued.

City's rights under this provision shall survive the termination of this agreement. The City may conduct an audit up to three years after this agreement terminates.

**2.54 E – Verify**

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor’s knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

**2.55 Conflict of Interest**

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder’s fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer’s services, or (2) will not benefit from an award resulting in a “Conflict of Interest.” A “Conflict of Interest” shall include holding or retaining membership, or employment, on a council, elected office, department, division or committee sanctioned by and/or governed by the City of Raleigh or its’ partnering agencies. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City Raleigh, in consultation with legal counsel, may reject their proposal.

**2.56 Iran Divestment Act Form**

See Attachment E

**ATTACHMENT A**  
**CERTIFICATION REGARDING LOBBYING**

***(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)***

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge and belief, that:  
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands

and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_   
Date

\_\_\_\_\_   
Signature of Contractor's Authorized Official

\_\_\_\_\_   
Name and Title of Contractors Authorized   
Official

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20 \_\_, in the State of \_\_\_\_\_;   
and the County of \_\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

**ATTACHMENT B**

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

*(To be submitted with all bids or offers exceeding \$25,000.)*

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

**ATTACHMENT C**

**CERTIFICATE OF COMPLIANCE  
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

*(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)*

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

**ATTACHMENT D**

**CERTIFICATE OF NON-COMPLIANCE  
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

*(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)*

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. Section 5323(j)(2)(C), and regulations in 49 CFR 661.7.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

**ATTACHMENT E**

RFP/RFQ Number (if applicable): \_\_\_\_\_

Name of Contracting Party or Bidder: \_\_\_\_\_  
\_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. §147-55 *et seq.* \***

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Pursuant to N.C.G.S. §147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.58.

The undersigned hereby certifies that he or she is authorized by the contracting party or bidder listed above to make the foregoing statement.



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Signature	Date
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Printed Name	Title
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<p>N.C.G.S. §147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:</p> <ul style="list-style-type: none"><li>• When a bid is submitted</li><li>• When a contract is entered into (if the certification was not already made when the vendor made its bid)</li><li>• When a contract is renewed or assigned</li></ul>
<p>N.C.G.S. § 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must <u>not</u> utilize any subcontractor found on the State Treasurer’s Final Divestment List. The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address <a href="http://www.nctreasurer.com/Iran">www.nctreasurer.com/Iran</a> and will be updated every 180 days.</p>

\* Note: Enacted by Session Law 2015-118 as N.C.G.S. §143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

# **3.0 TECHNICAL SPECIFICATIONS**

### **3.1 Preface**

The City of Raleigh is issuing a Request for Proposals for Transit Management Services. Proposers are to submit proposals for the management and operation of GoRaleigh. Proposals will be evaluated to determine which proposal meets the best interest of the Raleigh Transit Authority and City Administration. The RFP shall address the management and operation of GoRaleigh. All future references in this RFP describing the “GoRaleigh Transit System” shall imply all services operated to include the GoRaleigh Fixed Route Buses, support vehicles, support facilities, Moore Square Station, and facility maintenance activities required to operate these systems. The following are the technical specifications for the management and operation of GoRaleigh.

### **3.2 Introduction**

The City of Raleigh is seeking a qualified transit management firm to provide services for the day-to-day operation of GoRaleigh. The Raleigh Transit Authority is interested in employing a management company which will optimize cost effectiveness, increase ridership, provide superior customer service, financial stability, staff development, innovativeness, schedule adherence, and provide an image of the fleet and system that promotes cleanliness.

GoRaleigh operates 27 public transit routes to serve the City of Raleigh, and also operates seven [7] regional and or express routes for GoTriangle, the regional provider. In addition, GoRaleigh is contracted to operate two [2] additional routes, an express route to Wake Tech Community College campus south of town and a local circulator in Wake Forest. Service is available Monday through Friday from 4:30 a.m. to Midnight [Mon-Wed] and 2:15 AM [Thurs.-Sat]. Most GoRaleigh routes operate approximately every 30 minutes during peak hours. During off-peak hours, including evening and Saturday, buses operate approximately every 60 minutes. Limited 60-minute Sunday service is available from 8:00 a.m. to 8:30 p.m. GoRaleigh carries approximately 24,000 riders per weekday. With a fleet of 99 revenue vehicles, GoRaleigh serves the major commercial, employment, educational centers, and medical centers within the City of Raleigh.

GoRaleigh also provides connections to other transit systems that enable residents to travel across the Triangle area of Raleigh, Durham, Cary and Chapel Hill. Raleigh residents with disabilities who are unable to drive a car and/or use regular GoRaleigh services may apply for eligibility under the GoRaleigh Access program. The GoRaleigh Access program provides subsidized curb-to-curb transportation service through 30 participating taxi companies and 16 shared ride vans. GoRaleigh Access performs approximately 425,000 passenger trips per year. The GoRaleigh Access program is not a part of this Transportation Management RFP.

GoRaleigh Station [formerly Moore Square Transit Station] is currently under construction with a \$10 million renovation. This renovation will add a 3<sup>rd</sup> bus lane,

new driver quarters, new information booth, new public restrooms and many more public amenities. The GoRaleigh Transit Station in downtown Raleigh is the primary transfer area for residents and visitors. Eighteen GoRaleigh fixed-routes travel through the station daily plus an additional seven [7] GoTriangle fixed/express routes that are operated by GoRaleigh. GoTriangle operates an additional seven [7] regional routes that also utilize GoRaleigh Station. Regional coordination and cooperation at the station is required in order to promote an effective and efficient transportation system.

GoRaleigh also operates the R-Line, a Downtown Raleigh Circulator route, which operates with hybrid-electric buses. The R-Line operates from 7:00 a.m. to 11:00 p.m., Monday through Wednesday; 7:00 a.m. to 2:15 a.m., Thursday through Saturday; and 1:00 p.m. to 8:00 p.m. on Sundays.

A fleet of 40' buses [unless otherwise noted below] is maintained with 80 used in the peak for fixed route. The active and contingency fleet consists of:

- 21 – 2014 Gillig low floor
- 2 – 2012 Gillig low floor
- 7 – 2011 Gillig low floor
- 19 – 2009 Gillig low floor
- 15 – 2008 Gillig low floor
- 3 – 2008 Gillig low floor [35']
- 3 – 2008 Gillig BRT low floor Hybrid
- 12 – 2004 Orion V
- 17 – 2003 Orion V

A purchase order has been issued by the City of Raleigh for an additional 8 - 40' Gillig low floor and 3 – 30' Gillig low floor buses with anticipated delivery in November 2016. These will retire a portion of the 2003 Orion fleet.

In the FY2017 adopted budget, the operating expenses for GoRaleigh are approximately \$18.6 million, based upon 3.9 million miles of revenue service carrying 5.5 million passengers. The system is financed by passenger revenues (\$5.9 million, this includes revenue from contracted services) and the City general fund; and is eligible for federal and state financial assistance.

Maintenance for GoRaleigh is budgeted in the adopted Capital Improvements Program and in federal and state capital grants with approximately \$4.1 million for preventative maintenance per the Federal Transit Administration definition.

The Raleigh Transit Authority has the responsibility for general policy making and to ensure the quality and quantity of transit service provided.

The Raleigh Department of Transportation through its Transportation Operations Division is responsible for ensuring the desires, actions and policies of the Transit Authority are carried out. More specifically, this includes overseeing the operations of the management company, planning, marketing, grant preparation and administration, and constructing passenger amenities and facilities.

Currently, the management company provides for the day-to-day operations of the GoRaleigh Transit System. This includes daily transit operations, personnel, payroll, pension administration, annual NTD reporting, NCDOT reporting, DBE compliance and reporting, fare security, capital equipment specifications, training and safety, maintenance, labor relations and performance, compliance with regulations (i.e. ADA, OSHA, Drug and Alcohol Testing, NTD, etc.) purchasing the inventory and control, insurance and risk management, capital needs forecasting, operating budget preparation and forecasting, and the facility management and operation of the transit mall, GoRaleigh Station. The management company also works closely with the Raleigh Police Department for security issues with GoRaleigh Station and GoRaleigh buses.

Insurance shall be purchased by the management company and shall list the City of Raleigh as an additional insured. Insurance costs shall be a cost of the system. This includes physical damage, general and automobile liability, and workers compensation insurance. The current liability coverage is \$10 million and a \$10,000 deductible for physical damage.

Also, at no cost to the City of Raleigh, the Management Company shall provide a \$500,000 fidelity/surety bond.

The current management company, TransDev Transportation, Inc. provides a General Manager, Maintenance Director and central office support services for GoRaleigh. **Exhibit I** is the organizational chart for GoRaleigh. The management positions include an Operations Director, Maintenance Director, and Budget and Finance Director. All employees, except for the General Manager and Maintenance Director are paid under the operating budget. **A management fee which covers central office services, including collective bargaining, the General Manager, and the Maintenance Director are billed separately.**

GoRaleigh System drivers and maintenance employees work under a labor agreement between the Management Company and Amalgamated Transit Union Local 1328 which is effective through June 30, 2017. The labor agreement [Exhibit IV] provides

for a pension program. The employee contributes 6% of gross wages with GoRaleigh matching 6%. The normal retirement age is 65 with an early retirement at 55 for bargaining unit employees. The retirement program for all salaried and general and administrative employees is a 401-k. Employees participating in the 401-k receive up to a 5% match of their salary by GoRaleigh.

### **3.3 General Information**

The management firm shall furnish a General Manager, Maintenance Director, and additional personnel reasonably required for the active oversight of GoRaleigh Transit services. Central office services of the management company shall also be provided. It is not the intent of the Raleigh Department of Transportation to determine the structure for the proposers. The Department, however, will ensure that all necessary services are provided. The proposers shall provide a General Manager who has the ability to oversee the daily operations. The individual shall have experience in administration, customer service, finance, operations, labor relations and negotiations, insurance and risk management, and maintenance. Other personnel shall have the abilities and experience in the execution of the duties of their positions. Central office services shall provide the expertise in specialized functions to ensure accelerated problem solving in support of the resident management team and the Raleigh Department of Transportation.

### **3.4 Scope of Work and Specifications**

#### **3.4A Introduction**

The purpose of this section is to identify the scope of work to be performed, costs, assurances, and the relationship with and responsibilities of the Raleigh Department of Public Works.

**The term of the management service agreement shall be for five years beginning January 1, 2017. Should the contract begin within any month, costs shall be prorated.**

#### **3.4B Specifications**

Qualified management companies shall be capable of providing professional management services. Proposals shall speak to, but not be limited to the following subjects:

1. The management company shall provide a qualified experienced and efficient General Manager who will be responsible for the day-to-day operation of GoRaleigh. The individual shall have five years of

experience as a general manager with a system of similar size or similar relevant experience. This individual will have no other responsibilities. The firm shall submit a resume of the individual proposed for the position and be available, if requested, for interviews at the proposer's expense. All relevant education, training, experience and accomplishments should be included. Also, included should be an explanation of why the proposed candidate is suited for the position and what contributions they can make.

2. The management company will provide a qualified experienced and efficient Maintenance Director who will be responsible for the day-to-day operation of GoRaleigh's maintenance department. This individual will have no other responsibilities. The firm shall submit a resume of the individual proposed for the position and be available, if requested, for interviews at the proposer's expense. Based upon the organizational structure identified in Section 3.0, Exhibit I, please identify what positions would be filled by employees of the proposer [if any]. Identify new positions, those positions to be replaced with employees of the proposer, and those positions to be terminated. Include detailed resumes of these people. Also describe and justify any recommended changes in manpower requirements.
3. Outlined in the introduction are those services provided by the current resident management team. Identify the services the proposer would provide. Be specific as possible.
4. The management company shall provide support and technical services to the resident management team and the Raleigh Department of Transportation. Please identify in detail (i.e. scope, time, etc.) as to what these services will be as part of the management fee. Also, identify additional services that could be provided at an additional cost including the billing rate. If a senior executive will be assigned, include a detailed resume of that individual and a list of that person's accomplishments in the transit industry.
5. The management company shall submit a description of management objectives appropriate for the operation. This should identify techniques for monitoring achievement, and for improving performance including customer service.
6. The proposer shall describe their experience in the area of labor relations. This shall include each year, for the last five years, for transit systems of a similar size (50-75 peak hour buses). Information on arbitration cases, expired contracts, work stoppages, success in contract negotiations, and absenteeism should be included.

7. Cost efficiency is a primary concern. Please provide for each of the last five years, for systems managed by the proposer of a similar size, fully allocated cost per hour, productive maintenance hours per service hour, the cost per gallon of diesel fuel, the cost per mile of tires if leased, and insurance purchased. In regard to insurance, provide information on the type of policies, the provider, the coverage, the premiums, the number of claims, and the name of the purchaser. Also provide information on performance indicators such as on-time performance, fleet appearance, fare box recovery ratio, revenues/mile, cost/revenue passenger, revenue passengers/mile, road calls/100,000 miles, accidents/100,000 miles, and complaints/100,000 passenger trips.
8. Describe on-going training the management firm will provide for transit system personnel. This should include information on who provides this, the frequency, the areas of training, and training associated with customer relations.
9. Discuss administrative and financial control methods and measures intended by the proposer in the areas of payroll, purchasing, general accounting, insurance and risk management, etc. The City of Raleigh will require monthly financial statements and full accrual routed through City accounts and subsequently reimbursed.
10. Consideration shall be given to innovative, cost effective measures and superior customer service. The proposer shall describe their experience in this area and its implication for GoRaleigh. Also, identify and describe recommended incentive programs to improve productivity.
11. The proposer shall demonstrate how existing pension and retirement programs for all personnel shall be honored, how the transition shall be made, how benefits will be provided, and any other pertinent documentation.
12. The proposer shall submit a corporate financial statement for their last fiscal year that is available.
13. The proposer shall submit any additional information that it believes to be pertinent, but not specifically asked.
14. The proposer shall provide a proposed contract for review that includes the proposal and RFP by reference. The contract should include as a minimum: Scope of Services, Time of Performance, Termination, the City's Non-Discrimination Agreement and Acknowledgement (Section 2.0, Attachment C), Certification Regarding Debarment and Suspension, (Section 2.0, Attachment B), Certification Regarding Lobbying, (Section

2.0. Attachment A), the signature page (Section 3.0, Exhibit II), and the Notary Public certification (Section 3.0, Exhibit III).

### **3.4C Costs**

The proposer shall submit detailed cost information in two (2) parts. The first part will consist of all direct costs associated with resident management personnel (i.e., personnel provided by Management Company). The cost for each position shall be provided, including detailed salary and fringe benefit costs. These costs shall be provided for each year, for each position, of the five-year contract period. The second part will consist of the management fee for central office services for each year of the five-year period. Central office services for GoRaleigh include general accounting, support and monitoring of the operation (including travel costs).

The fee shall include the costs of all consulting, support, financial and technical services by the management company. Also, identify additional services beyond the scope of the management fee that would be available to the City of Raleigh.

### **3.4D Assurances**

The proposer shall assure that it will comply with the laws, rules and regulations of the Federal Transit Administration, the State of North Carolina, and the City of Raleigh, including assuming the 13(c) agreement, compliance with the American with Disabilities Act, and Drug and Alcohol regulations. The proposer will further assure that it will assume the obligations connected with the operation of Capital Area Transit including the union contract, the pension programs for union and nonunion personnel, and provide at least the same level of insurance. The proposer will also assure compliance with the established 13% DBE goal, and the non-discrimination policy of the City of Raleigh.

### **3.4E Performance Bond**

The successful proposer within ten (10) days after notice of award is received, shall provide the City of Raleigh with a contract performance bond, in an amount of at least five (5) percent of the amount of the contract. All bonds shall be in conformance of GS 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina.

The successful proposer's failure to execute the contract and file acceptable bond within ten (10) days after the notice of the award is received will be just cause for the rescinding of the award of the contract. Award may then be made to the next lowest responsible proposer or be re-advertised, or otherwise as the City of Raleigh may decide.

### **3.4F Responsibilities of Raleigh Department of Transportation**

The Raleigh Department of Transportation is responsible for overseeing the operation of the transit system, assuring the Raleigh Transit Authority, City Administration and City Council policies are carried out by the management company by directing the activities of the management company on behalf of the Transit Authority, and provide expertise in the areas of planning, marketing, and grant preparation and administration. The City of Raleigh shall furnish to the management company all necessary equipment, vehicles, office furniture, offices and facilities for the operation of the transit system. The Raleigh Transit Authority will set policies relating to service area, hours, days and frequency of service, and fare structure. The management company may be requested to submit to the Raleigh Department of Transportation information, analysis, and policies regarding the operation of GoRaleigh including the annual, bi-annual and five-year projected operating budget request and the five and ten year Capital Improvement Program request.

### **3.4G Termination**

1. For Cause

Default means failure to comply and fulfill material terms, obligations and conditions of the RFP and the approved proposal. The City or the proposer upon giving 90 days advance written notice terminate this agreement if the other fails to cure a default within 30 days of receipt of written notice or a reasonable time mutually established in writing.

The City may terminate unilaterally upon receipt of any notice that effectively terminates or denies federal or state operating assistance funds. However, this does not relieve the City from its obligations to the date of termination.

2. For Convenience

The scope of service shall be automatically renewable from year to year unless terminated by either the City or the proposer on 120 days written notice prior to the end of the service year.

## **4.0 SCOPE OF WORK/SERVICES**

#### **4.1 Scope of Work/Services**

The management and operational services include, but are not limited to day-to-day management and operation of services as reasonably required by the City of Raleigh and necessary for the efficient operation of the transit system and facilities under policies, standards, and procedures established by the City of Raleigh. These day-to-day services include, but are not limited to, those related to assisting the City of Raleigh to carry out the functions of transit planning, marketing, advertising, real estate management, equipment and building utilization and maintenance, security, routes, schedules, fares, service standards, purchasing, accounting, budgeting, safety, insurance and claims, employee selection and training, employee relations, labor negotiations, public relations, equipment selection, grant applications, and all other normal managerial functions reasonably required in the day-to-day operation of the transit system.

#### **4.1A City of Raleigh's Responsibilities**

##### **4.1A1 Facilities**

The City of Raleigh shall provide suitable facilities that will accommodate all functions to be performed by the Contractor. The City of Raleigh will provide the following facilities:

- 4104 Poole Road Raleigh, NC 27610

The Contractor will be fully responsible for all costs related to the maintenance and operation of the above facilities; capital replacements of major systems are the responsibility of the City of Raleigh.

In addition, the Contractor will be responsible for facilities maintenance and oversight at the following facilities:

- 1430 Blount Street Raleigh, NC 27603
- 1615 Wilmington Street, Raleigh, NC 27603
- 214 S Blount Street, Raleigh, NC 27601

The City of Raleigh will reimburse all materials costs associated with upkeep of these facilities.

##### **4.1A2 Vehicles**

The City of Raleigh will provide all maintenance, road supervisor and shuttle vehicles to be utilized under this contract.

#### **4.1A3 Routing, Scheduling, and Fares**

The City of Raleigh has the sole responsibility for setting and changing fares, routes, and schedules of service. Changes will be made in accordance with FTA regulations. The City of Raleigh Transit Authority must approve all such changes.

The information contained in this solicitation concerning routing and scheduling is valid as of the date of this announcement. However, City of Raleigh reserves the right to modify all routes and schedules until the time of award, and, thereafter, in accordance with the contract provisions.

#### **4.1A4 Changes in Service Levels**

The City of Raleigh reserves the right to make changes in the contracted service levels as required by the City of Raleigh's needs. Changes will be in writing and will become part of the contract.

#### **4.1A5 Suspension of Service**

The City of Raleigh reserves the right to suspend transit service due to inclement weather and other conditions that threaten the safety of passengers. Should the City of Raleigh deem it necessary to suspend service; the Contractor will be notified in a timely fashion.

#### **4.1B Contractor's Responsibilities**

##### **4.1B1 Service Standards**

##### **4.1B1a Data Collection and Reporting**

The Contractor will be responsible for properly maintaining separate records and summaries for this service as required to comply with all federal requirements (Federal Transit Administration, etc.) and/or as deemed necessary by the City of Raleigh.

Fixed Route and Financial Reporting. The following are the types of information which the City of Raleigh may require the Contractor to maintain and provide electronically in a format approved by the City of Raleigh on a monthly basis for fixed route transit operations. The Contractor shall develop data collection forms and submit them for approval by the City of Raleigh.

- Passenger count per route on a monthly basis by fare type
- Number and value of monthly passes sold
- Number of base fares paid by route on a monthly basis
- Total farebox revenue by route on a monthly basis (total should correspond to number and types of fares sold)
- Total miles operated by route each month in meeting this contract

- Odometer and/or hubodometer reading report including each vehicle and the miles elapsed per vehicle per month
- Total hours operated by each vehicle and by each route each month in meeting this contract
- Preventative Maintenance schedule for each vehicle, lift/ramp, etc.
- All other maintenance performed on each vehicle
- Condition of each vehicle
- Breakdown of costs for maintenance for all services by vehicle
- Driver pay hours
- Accident report (number of accidents and a brief description of the accident and what action was taken)
- Monthly report of break downs requiring replacement of vehicle for continuation of trip
- All staff training that occurs during the previous month
- All complaints and commendations received by the Contractor and the disposition of complaints
- Statement of operating revenues
- Statement of operating expenses
- Disadvantaged Business Enterprise Utilization Reports
- Summary of fares for the month and explanatory report including account statement
- Balance sheet
- Income Statement
- Operating statistics
- Route statistics
- Variance analysis
- Inventory analysis

ADA Paratransit Operations will not be part of this contract

All monthly reports must be in the City of Raleigh office by the end of the fifteenth day after the end of the reporting period. Liquidated damages of \$10.00 per day may be assessed against the monthly invoice for all late reports.

The Contractor is not to falsify data. If any information is reported differently from that reported by authorized City of Raleigh observers or service has not been performed as reported it shall be considered grounds for termination of the contract.

**4.1B2 Performance Standards and Requirements**

**4.1B2a In General**

Prior to the receipt of City of Raleigh furnished properties by the Contractor, the Contractor and the City of Raleigh shall mutually undertake an inventory of all properties

furnished by the City of Raleigh. The purpose of this inventory shall be to mutually determine the condition and disposition of such properties; and whether the Contractor shall be held responsible for replacement, overhead or maintenance of these properties due to wear and tear, age, damage, and theft prior to and not associated with the Contractor.

#### **4.1B2b Facility Maintenance**

The Contractor shall provide a facility maintenance plan which shall be utilized for facilities listed in section 4.1A1 under this contract (subject to City of Raleigh approval).

#### **4.1B2c Cleaning and Maintenance of Transit Terminals**

The City of Raleigh will provide contracted Cleaning services for GoRaleigh Station, bus stop facilities and amenities. Facility maintenance oversight is the responsibility of the contractor.

#### **4.1B2d Vehicle Maintenance in General**

The Contractor is required to use the 4104 Poole Road site. This facility is City of Raleigh-owned and must be used by the Contractor for the storage and maintenance of the City of Raleigh-owned fleet.

Any stolen or irreparable parts or equipment, if the Contractor is found to be negligent in maintenance or security practices, will be replaced by the Contractor .

The Contractor shall have the duty to ensure that the best possible price for parts is obtained. The Contractor shall purchase off of the City of Raleigh's accounts with suppliers, if possible, in order to utilize the City of Raleigh's tax exempt status. The City of Raleigh's accounts shall only be used for City of Raleigh owned vehicles. The price invoiced for parts shall be the same price paid for parts. The Contractor is not entitled to any additional mark-up on parts. In no case will the price for parts exceed their fair market value.

The Contractor shall provide required information on forms approved by the City of Raleigh.

Maintenance is not a profit item for the Contractor. The labor costs invoiced to the City of Raleigh are to cover the cost of operating the maintenance department. Profit under this contract is to be provided for in the Contractor's price proposal for operation of service.

#### **4.1B2e Preventative Maintenance**

The Contractor shall provide the City of Raleigh with a Maintenance Plan outlining the steps to be taken to meet the Manufacturer's warranty requirements and the requirements

of these specifications. The City of Raleigh will monitor, through the Department of Transportation office, the maintenance activities of the Contractor and reserves the right to require corrective action for any shortcomings in the vehicle maintenance program. The items inspected shall be serviced, repaired or replaced in accordance with the original manufacturer's service manual and this contract. Contractor is responsible for demonstrating compliance with proper preventative maintenance during FTA's triennial reviews and for preparing any and all materials required when a corrective action is issued.

The Contractor is responsible for performing all maintenance on City of Raleigh owned equipment (equipment includes vehicles, lifts and ramps). The Contractor will perform all Preventative Maintenance (PM) according to the Contractor's PM Plan which has been approved by the City of Raleigh. At no time will maintenance be performed that does not meet the manufacturer's suggested maintenance. It is the sole responsibility of the Contractor to ensure that all vehicles are 100 percent PM current. Any vehicle found operating past its scheduled PM may result in liquidated damages, assessed against the monthly invoice, of \$100.00 per day, per vehicle. Any vehicle operating over three days past its scheduled PM may result in liquidated damages, assessed against the monthly invoice, of \$200.00 per day, per vehicle. The Contractor will maintain accurate, complete and current vehicle maintenance records. The Contractor shall utilize software acceptable to the City of Raleigh in keeping these records.

The Contractor shall be responsible for keeping a vehicle file, by vehicle number, documenting all vehicle maintenance to include preventative maintenance, scheduled inspections, parts usage, unscheduled maintenance, fuel and oil usage, and labor expended on each vehicle. The Contractor is responsible for keeping the vehicle file current throughout the term of the Contract and shall remit complete copies of all vehicle files to City of Raleigh at the end of the Contract. City of Raleigh will provide the Contractor with City of Raleigh defect reports and Vehicle Preventative Maintenance Inspection Forms. Where an item is identified by the vehicle manufacturer as requiring regular inspection, and is not so identified by City of Raleigh on the form, the Contractor shall be responsible for this item.

Contractor shall be responsible for purchase and for all tire maintenance. Replacement tires will be OEM quality and grade or better.

The Contractor will be required to process all warranty claims for City of Raleigh vehicles through the manufacturer's warranty department and shall obtain all warranty payments, credits, or extensions for the City of Raleigh.

The value of preventative maintenance cannot be overemphasized. The City of Raleigh shall make regular inspections of vehicles to ensure that the preventative maintenance schedule is followed completely. City of Raleigh's Risk Management department, or any other designated representative shall have immediate and unrestricted access to all vehicle maintenance records during planned or unannounced visits or inspections of facilities for the duration of the Contract.

Improper maintenance of City of Raleigh vehicles including, not following manufacturer's recommended servicing, not being PM current, operating vehicles with defects in safety related components, or overall poor maintenance that results in reducing the life of these vehicles, will be cause to terminate this contract.

#### **4.1B2f Daily Vehicle Maintenance and Performance**

Prior to departure from the facility each day the driver shall conduct a full pre-operational inspection of each vehicle to ensure the proper operation of the vehicle, the lift, lights, horn, and other necessary equipment. The driver shall also ensure the presence of, and condition of the wheelchair ramp and or lift and restraint equipment. No vehicle shall be operated for wheelchair passengers unless all required ADA devices are in place and in working order per FTA regulations.

Only the operator, other employees of the Contractor, specified employees of the City of Raleigh, paying passengers, attendants will be allowed on City of Raleigh vehicles. The Contractor shall promulgate and enforce rules that will assure that all operators transport passengers safely and efficiently. The rules shall include but not be limited to:

- Securing all wheelchair passengers before moving the vehicle.
- Picking up the passengers on time, collecting the proper fares, transporting the passengers to the proper destination, maintaining the proper records, and protecting the passengers and vehicle from harm or damage by careful operation.

#### **4.1B2g Vehicle Cleanliness**

Vehicle interiors and exteriors must be cleaned daily. Vehicles reported as dirty on two consecutive days may result in liquidated damages, assessed against the monthly invoice, of \$10.00 per day, per vehicle. Liquidated damages shall not be assessed for lack of cleanliness resulting from inclement weather.

All vehicles shall be free from outer body and interior damages.

#### **4.1B2h Air Conditioning and Heating**

For passenger and employee comfort, the heating and air conditioning units of all vehicles must be kept in proper working order. No vehicle will be operated with an inoperable air conditioning or heating system. Liquidated damages, assessed against a monthly invoice, of a \$100.00 per day per vehicle may be levied for any vehicles found to be operating with inoperable systems longer than the same day of a break-down, except for causes beyond the Contractor's control which have been promptly communicated and documented to the City of Raleigh in writing.

#### **4.1B2i Safety and Inspections**

Contractor shall perform routine daily safety inspections of vehicles, according to a schedule to be submitted with this proposal and approved by the City of Raleigh, prior to beginning the day's service. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The City of Raleigh reserves the right to ensure that vehicles are being maintained properly and are in safe operating condition. If a vehicle fails inspection, it is barred from service until the problem(s) are corrected. If the Contractor is found to be operating vehicles that have failed the safety inspection, the Contractor shall be assessed liquidated damages, against the monthly invoice, of \$100.00 per day, per vehicle. All vehicles may be inspected by the City of Raleigh as per the GoRaleigh preventive maintenance plan.

#### **4.1B2j Road Calls**

In the event of a failure of a vehicle in service, Contractor shall deploy a vehicle immediately upon notification to replace the failed vehicle. The failed vehicle must be returned to the Contractor's maintenance facilities and repairs made. Road calls will be recorded and reported monthly to City of Raleigh.

#### **4.1C Fares**

The Contractor shall provide a procedural plan for the collection and security of farebox revenues, subject to the approval of the City of Raleigh. Revenues will be accountable by vault.

The Contractor will be responsible for selling all fare types.

All fixed route passengers must pay with a pass or pay the fare in cash when entering the vehicle. Proper ID's must be shown to driver for free fares types.

Currently a base fare of \$1.25 per one way trip is charged each rider. Please see Appendix E for detailed fare information. It should be understood that this is not the Contractor's fee or rate for service, but rather the current fare charged passengers for their transportation. All fares shall be deposited into an account designated by the City of Raleigh. Account statements will be sent monthly to the Department of Transportation/Transit office and the City of Raleigh Finance Department.

#### **4.1D Marketing and Advertising**

The City of Raleigh is currently responsible for marketing activities to promote the transit services. The City of Raleigh has the ability to place advertisements and signs on the exterior and interior of the vehicles provided to the Contractor. The Contractor must provide reasonable access to the vehicles for the transit system's Advertising Contractor, who is responsible for sign maintenance. The City of Raleigh will be responsible for the continued administration of the advertising contract.

#### **4.1E Supervision**

The Contractor is responsible for the day-to-day City of Raleigh transit operations. The Contractor shall assign personnel adequate to monitor the movement of vehicles. Supervision and dispatch shall be necessary during all hours of service. Additionally, Contractor will dispatch supervisors to check on-time performance of all routes on a regular basis, ADA compliance, safety, cleanliness, professionalism, fare collections.

#### **4.1F Personnel**

The Contractor will be required to provide an adequate number of qualified personnel to fulfill all contract requirements.

The Contractor shall be solely responsible for the provision of, and satisfactory work performance of, all employees as described by this RFP or any reasonable performance standard established by the City of Raleigh, and shall be solely responsible for payment of all employees and/or Subcontractors' wages and benefits. Without any additional expense to the City of Raleigh, the Contractor shall comply with the requirements of employee liability, workers' compensation, unemployment insurance, and social security and any other federal, state or local laws, and regulations, including, without limitation, laws and regulations relating to protecting human health and the environment. The City of Raleigh shall have the right to demand removal from the project, for reasonable cause, any personnel, including the General Manager, associated with the project, furnished by the Contractor.

The Contractor is required to comply with all applicable provisions of current labor agreements in effect before and during the term of their award, including the employment of those drivers presently under contract. Additionally, Contractor may be required to negotiate and secure a 13(c) Agreement in a timely manner that complies with the provisions of the United States Department of Labor. A Copy of the current labor contract is provided in this RFP.

In addition to those employees who are covered by present labor agreements, it is expected that the Contractor will attempt, to the maximum extent feasible, to retain those individuals presently employed in order to facilitate a smooth transition in operations.

Effective along with the start date of the Contract, the Contractor shall assume all Plan sponsor duties of the A.T.U. 1328 Pension Plan. The Contractor shall be deemed the successor employer of the Plan participants and will execute the Plan documentation required to transfer the Plan and Trust. The Contractor shall be required to replace the prior contractor trustees with its own trustees at this time. With this action, the Contractor, as the successor employer, will be the legal sponsor of the Plan as well as the employer of the employees that are active participants thereunder. The City of Raleigh/GoRaleigh will continue to fund the plan as developed. At any time the FTAP is less than 90% it needs to be communicated to the City of Raleigh and an action plan developed. Contractor will be required to negotiate with the union to require the

employee contribution percentage to be adjusted as needed. Currently both the employee and GoRaleigh contribute 6% each. Contractor must submit Annual Summary of Valuation of the pension plan by August 31 of each calendar year.

Any reductions in general and administrative staffing levels must be approved in advance by the City of Raleigh Transit Administrator. All decisions to expand the overall size of the Contractor's workforce beyond the staffing levels approved within the contract with the City of Raleigh must be approved by the Transit Administrator of City of Raleigh. If the Contractor desires that the number of operations personnel be increased, the Contractor must document that sufficient need and sufficient resources within the budget exist to justify the hiring.

#### **4.1F1 General Manager**

The Contractor shall designate a qualified, full-time General Manager who shall oversee the proper management and operation of the service. Due to the critical role occupied by the position of General Manager, it is required that this person be identified, that a detailed resume be furnished in the Proposer's response to this RFP, and that this person be available, if requested to be interviewed by the City of Raleigh. The General Manager must have a minimum of five (5) years of increasingly responsible transit experience, including at least two (2) years supervisory experience in operations management. The General Manager shall be required to live in the City of Raleigh vicinity. The General Manager shall be selected and serve in his/her capacity with the approval of the City of Raleigh.

The General Manager shall be required to meet with City of Raleigh management as requested.

#### **4.1F2 Maintenance Manager**

The Contractor shall designate a full-time, qualified person who will reside in the City of Raleigh vicinity, and who will serve as Maintenance Manager for this contract. The Maintenance Manager must have a minimum of five (5) years of responsible experience in heavy equipment, preferably with transit maintenance. The Maintenance Manager shall be selected and shall serve in his/her capacity with the approval of the City of Raleigh. It is required that this person be identified, that a detailed resume be furnished in the Proposer's response to this RFP, and that this person be available, if requested to be interviewed by the Evaluation Committee.

#### **4.1F3 Office Staff**

The Contractor shall supply a sufficient number of employees to staff the offices at all required times. This includes staffing for the information and ticket sales office at GoRaleigh Station. The Contractor will be responsible for training these employees and making sure that all program policies and procedures are understood and followed.

#### **4.1F4 Drivers**

The Contractor shall supply a sufficient number of properly qualified personnel to operate the equipment and to provide the services required. The Contractor shall not utilize drivers or other employees interfacing with the public who may reasonably be thought to pose a safety or security risk. All drivers must be properly licensed with a minimum of a Class B CDL with P endorsement in the state of North Carolina to provide this type of service. Contractor shall comply with all DOT federal and state laws in selecting drivers. Contractor shall supply within their proposal a list of all minimum requirements for drivers, no less than those provided below.

- Must be 25 years old;
- Must possess high school diploma or equivalent;
- Must have good driving record and be able to verify same;
- Must have or be able to obtain a North Carolina Commercial Driver's License – Class B-P Endorsement;
- Must pass physical examination as prescribed by Company Policy, or USDOT, FTA, ICC, NCDOT, or other local, state or federal agencies, acts or laws;
- Must pass drug and alcohol prescreening, as prescribed by FTA.

#### **4.1G Employee Training and Safety**

##### **4.1G1 Training of Drivers and Operations Personnel**

The Contractor shall develop, implement, and maintain a formal training/ retraining program for all drivers. The training program shall be submitted to the City of Raleigh for review and approval. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program must provide formal retraining measures, including criteria for determining the success of retraining efforts.

The Contractor shall also develop, implement, and maintain as a component of driver training formal procedures to respond to emergencies and routine problems which from time to time occur. Such occurrences to be addressed include, although are not necessarily limited to, in-service vehicle failures; lift failures on vehicles in service; passenger disturbances; passenger injuries; and vehicle accidents.

All training shall be conducted at the time individuals are hired and be repeated on an annual basis. Contractor shall be responsible for all training expenses.

##### **4.1G2 System Safety**

The Contractor shall assume full responsibility for assuring that the safety of passengers, operations personnel, and the City of Raleigh assets are maintained at the highest possible level throughout the duration of the Agreement.

The Contractor shall develop, implement, and maintain a formal safety program. The program shall be submitted to the City of Raleigh for review and approval within three (3) months of the signing of a contract covering the services herein requested. This program should include monthly safety meetings, participation in safety organizations, and safety incentives offered by the Contractor to drivers and other employees.

All drivers and maintenance personnel will be issued an electronic identification pass that will provide ingress to the City of Raleigh's operations and maintenance facilities. The passes are issued and controlled by the contractor. The Contractor shall become familiar with all details of the Security System as it applies to transit and its facilities. The Contractor will adapt to this system and the rules of practice.

Contractor is responsible for demonstrating compliance with proper system safety during FTA's triennial reviews and for preparing any and all materials required when a corrective action is issued.

#### **4.1G3 ADA Compliance**

The Contractor shall ensure that all personnel understand and implement the requirements of the Americans with Disabilities Act (ADA) as appropriate to their duties. The Contractor is responsible not only for training personnel on the ADA, but also ensuring that drivers and all other personnel remain proficient in their understanding of ADA requirements at all times.

Specifically, all drivers shall be required to:

- announce major bus stops on all buses, either manually or using the Voice Announcement System provided on all buses,
- operate the lift/ramp system for all persons who are unable to board the bus
- secure passengers who use wheelchairs in the designated locations using the ADA approved restraint system

The Contractor shall ensure that all drivers are fully trained in the use of all equipment required to meet the ADA and that they receive sensitivity training.

The Contractor shall further ensure that all equipment required to assist persons with disabilities, including but not limited to lifts, wheelchair restraint systems, and voice announcement systems, be maintained in operable condition. The Contractor shall establish a system of regular and frequent maintenance checks of all ADA-related equipment (of which, the most important is the lift) to determine that the equipment is operable. The Contractor shall ensure that drivers report immediately any failure of a lift to operate in service, or failure of any other equipment, such as the restraint system or voice announcement system, which are necessary to meet the requirements of the ADA. Contractor shall have twenty-four (24) hours to fix any inoperable lifts and equipment. Should Contractor fail to fix it within the time period allotted, there shall be liquidated damages in the amount of one hundred dollars (\$100.00) per day for every day that they are not fixed.

The Contractor shall be responsible for monitoring all personnel to ensure that the requirements of the ADA are being implemented.

The Contractor shall establish procedures for a drug testing program for all employees who perform sensitive safety functions, as prescribed by Federal guidelines, including testing before employment, when there is reasonable cause, after an accident, on a random basis, and before returning to duty after refusing to take or not passing a drug test. Refusal to take a drug test shall be cause for dismissal. Failure to pass a drug test shall be cause for immediate suspension and further handling in accord with FTA regulations.

#### **4.1H Appearance Standards**

The Contractor's employees shall be neat in appearance. The Contractor is required to supply uniforms to all drivers. Drivers are required to dress in approved uniforms when on duty. Proper dress includes a uniform that is clean and pressed, shoes shined, hair clean and neatly cared for. All of the Contractor's employees shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and shall at all times maintain a courteous and cooperative attitude in their contact with the public. A uniform allowance is provided in the labor agreement.

#### **4.1I Office Hours**

The Contractor's administrative staff shall maintain business hours from 8:00 a.m. through 5:00 p.m. Monday through Friday, except for those holidays approved by the City of Raleigh. These holidays are New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day (July 4<sup>th</sup>), Labor Day, Thanksgiving Day and Christmas Day.

The Contractor will be required to staff administrative staff in order to adequately serve the needs of the City of Raleigh's ridership. The Contractor must ensure that the office remain fully accessible to persons with disabilities. The facilities shall be available for inspection during the bid process. Please contact the City of Raleigh Transportation office 919-996-3942, to arrange for an inspection of the facilities.

#### **4.1J Staffing at the Transit Terminal**

The Contractor shall provide an employee [s] to staff the information booth at the GoRaleigh Station Terminal. The booth shall be staffed weekdays from 7 am to 6 pm and Saturdays from 9 AM to 5 PM. The attendant will have a thorough knowledge of the transit system. The booth will be stocked with schedules and maps to be provided to the bus riders. The attendant will sell all passes at the booth and will issue half-fare cards. Means of security for the transfer of money to and from the Operations Facility will be developed and provided by the contractor.

#### **4.1K Service Restriction**

The Contractor shall not operate outside the local service area as defined by City of Raleigh. City of Raleigh vehicles may not be used for any service or business not directly related to the City of Raleigh transit program and approved by City of Raleigh. Vehicles may not be provided to employees to travel to and from work or for any other reason not directly related to the services provided unless prior written approval from City of Raleigh is received.

In the event that the City of Raleigh authorizes use of the City of Raleigh transit vehicles for use other than Transit service, the City of Raleigh will ensure that the use of the vehicles complies with all Federal Transit Administration's requirements, including requirements for Charter Service as per 49 CFR Part 604.

#### **4.1L Communications Equipment**

City of Raleigh will provide communications equipment for City of Raleigh vehicles and a radio base station. The City of Raleigh has a Clever Devices automatic vehicle locator system [AVL] in the fixed route vehicles. City of Raleigh uses the AVL/GPS information in conjunction with a mapping program to create a real time display and movement of the locations of fixed route buses. The video display is available to the GoRaleigh operations offices and the City of Raleigh offices. The GoRaleigh also displays real time movement of its bus service on TransLoc, an Internet site for viewing by the public.

The Contractor will be expected to operate and provide any technical assistance to the Clever Devices system and coordinate the use of new technologies as they become available and as the City of Raleigh wishes to implement them. The Contractor will also be responsible for adequately training personnel and ensuring that all personnel actively utilize the equipment.

As changes to transit schedules and/or routes are implemented, the Contractor will be responsible for updating the Clever Devices system as needed.

#### **4.1M Transit Computer Network**

There is a computer network used among the City of Raleigh, the transit operators and consultants to communicate, exchange information and prepare reports. The Contractor will be expected to operate, to provide technical assistance as needed and to participate fully in this electronic information system provided by the City of Raleigh.

#### **4.1N Complaint Procedure**

The Contractor shall develop, implement, and maintain formal procedures to respond to emergencies and routine problems that occur in the course of providing service. Such occurrences to be addressed include, although are not necessarily limited to, in-service vehicle failures; passenger disturbances; passenger injuries; and vehicle accidents.

The Contractor shall provide a complaint or customer service report for recording all complaints or reports received on services. The form shall note the nature of the complaint or report, and provide space for documenting action taken. It shall be the responsibility of the Contractor to notify the City of Raleigh of all complaints on a monthly report. Report should list complainant name and contact information, type of complaint and resolution along with follow up contact date. Customers/citizens filing complaints should be contacted within five (5) working days of the initial report with results of the investigation. The Contractor shall investigate the report within forty-eight (48) hours of its receipt. The Contractor is responsible for the investigation of all complaints received and for the taking appropriate action (changing procedures, driver counseling or retraining, etc.).

The Contractor shall develop an approved City of Raleigh complaint action form to record the nature of the complaint, the results of investigation and the action taken. The Contractor's General Manager will be responsible for the investigation, action, and client contact for complaints and shall sign the monthly report before forwarding it to the City of Raleigh. Complaints about the Contractor's service which are communicated directly to the City of Raleigh will be recorded and routed to the Contractor within 24 hours for investigation and action as described above.

Contractor will review all complaints and add to a master list/database (by complaint type and operator) allowing Contractor to identify and track complaint trends such as increases in reports of operator rudeness, unsafe driving, non-working lifts, late arrivals, etc. Contractor will actively pursue means to improve identifiable trends by providing additional operator customer service and/or safety training, increased checks of on-time performance, etc.

#### **4.10 Purchasing Procedure**

In the event that the Contractor wishes to procure any good or service, the Contractor must contact City of Raleigh and adhere to the appropriate City of Raleigh purchasing guidelines and procedures.

#### **4.1P Revenue**

Revenue derived from the operation of the transit system whether from passenger fares, sales from monthly and day passes, transportation contracts, proceeds from outside sales and maintenance or from other sources, shall be and remain from the initial receipt thereof, the absolute property of the City of Raleigh and the treatment of such revenue, including the banking and accounting thereof, will be as directed by the City of Raleigh.

The Contractor, on behalf of the City of Raleigh, shall receive, collect, and deposit all of the aforesaid revenue collected in the operations of the transit system in the manner directed by the City of Raleigh and keep and maintain the books and records reflecting the operation of the transit system in conformity with the requirements of the City of

Raleigh and at the direction of the City of Raleigh, and shall render and certify to the City of Raleigh such full and complete monthly or other operating reports and financial statements as the City of Raleigh shall require.

#### **4.1Q Accounting**

All costs incurred in the performance of this contract shall be recorded in an account separate from those used for other business activities of the Contractor. The Contractor shall make his books available for a program audit to be conducted by the City of Raleigh Accounting Department on an annual basis. These books, and all records, shall be available for inspection by the City of Raleigh, the Federal Transit Administration, or any other federal agency, at all reasonable times.

Accounting will be performed by the Contractor as specified by City of Raleigh, Federal and/or State requirements. The accounting services furnished will include statistical and bookkeeping services and the preparation of monthly financial and operating statements showing a variety of data so that the transit system operation may be easily compared with its own past performance and with the performance of other transit operations. The Contractor shall prepare such documents as necessary to enable the City of Raleigh to comply with all Federal regulations.

#### **4.1R General Recordkeeping Requirements**

The Contractor shall at all times maintain full, complete and accurate books of accounts and records in order to accurately and thoroughly reflect Contractor's performance of its obligations in connection with the Contract. The City of Raleigh shall have the right at reasonable business hours, from time to time, to inspect and audit such books and records and to make such photocopies as are required. Contractor shall reasonably maintain all books and records of account in accordance with generally accepted accounting principles and accounting procedures consistently applied. Contractor shall furnish City of Raleigh no later than 90 days following the end of each fiscal year copies of its audited consolidated financial statements for the preceding fiscal year. The statements and annual audit will be prepared and certified by an independent certified public accountant (CPA) selected by the City of Raleigh. Contractor shall be responsible for the cost of the audit.

#### **4.1S Operational Records**

GoRaleigh is required by FTA to submit an annual National Transit Database (NTD) report. The Contractor will be responsible for the preparation of the NTD report. Automatic counters are installed on the vehicles and may be used for the purpose of assisting in this report. The City of Raleigh provides NTD data for the GoRaleigh Access service to GoRaleigh for NTD submission. The Contractor is responsible for review, audit, and any corrections prior to submission to NTD. GoRaleigh is responsible for scheduling and assisting with NTD audit. City of Raleigh pays for the audit.

The Contractor will submit the NTD report to NTD no later than seventy-five (75) days following the end of each respective calendar year covered by their contract. City of

Raleigh will provide the Contractor with the required forms and reference materials needed to complete the report. City of Raleigh will review the reports submitted by the Contractor for accuracy and completeness. Should any corrections or additional information be required, the Contractor will make such necessary adjustments to the report in a timely manner in order to ensure that GoRaleigh is able to submit the annual NTD report before the April 30<sup>th</sup> deadline.

Additionally, the Contractor is responsible for conducting the triennial NTD sampling required to calculate passenger miles traveled (PMT). Contractor will create a sound methodology according to NTD standards, perform route sampling, calculate all required figures, and ensure the accuracy of these figures. This information will be made available to City of Raleigh during the FTA triennial review. The next NTD sampling year is FY17.

The Contractor shall be responsible for accurately completing any requested forms. The Contractor will be required to maintain all records as requested by City of Raleigh.

Operational records shall include but are not limited to the following categories:

**Operational Summary Report:**

The Contractor shall maintain monthly summary reports that shall include:

- Monthly totals of the operating data, documenting any discrepancies in the reported number of passengers carried and the amount of fares collected
- The Contractor shall also document operational problems, or passenger complaints and describe any action taken regarding these problems;
- The Contractor's report must include the daily operator and dispatcher logs as relevant back-up information to the monthly summary report; and
- A report, for invoice verification, which includes an itemized account by date, of the number of vehicles in service on weekdays, Saturdays, Sundays and Holidays and the number of revenue service hours
- Requests for added service received by operators, dispatch, etc.

**4.1T Sampling of Passengers**

Periodic sampling of the consumers to determine the consumers' perception of the quality and quantity of the transit service may be conducted. The City of Raleigh staff will work with the Contractor to develop a form appropriate for consumer use and help disseminate same.

It is the responsibility of the Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to survey work. The procedures may include the distribution of survey questionnaires, and/or the presence of on-board surveyors during service hours.

#### **4.1U Liaison Requirements**

Contractor shall coordinate closely with City of Raleigh on all pertinent matters and operating status, particularly on any changes affecting them. Contractor shall attend all meetings scheduled by City of Raleigh Transit Authority Board. Contractor shall attend any meetings of other governmental bodies as directed.

#### **4.1V Telephone Information**

**Fixed Route Operations** - The City of Raleigh will provide telephone services for the 4104 Poole Road facility. Contractor will be responsible for reporting any issues with the telephone system immediately to the City's IT Department.

#### **4.1W Accidents, Injuries, and Incidents**

The Contractor shall notify the City of Raleigh immediately of any vehicle accidents, passenger accidents/injuries or any other major incidents, including confrontations with passengers.

The Contractor shall submit quarterly safety/security reports to the FTA as required by FTA.

#### **4.1X Lost and Found**

Contractor shall maintain a "lost and found" service for items left on the vehicles.

#### **4.1Y Fuel**

The City of Raleigh will provide fuel as a pass through cost for all City of Raleigh owned vehicles, which shall be the proper type for the vehicle as specified. The contractor will be responsible for procurement and all necessary accounting and maintenance of fueling facilities as required by the State.

Only City of Raleigh titled vehicles may be fueled at City owned properties.

#### **4.1Z Natural/Man-Made Disasters**

In the event of a natural or man-made disaster, the Contractor shall follow the directives of the City of Raleigh regarding the safekeeping of the City of Raleigh's equipment, vehicles and other assets. The Contractor shall also make employees available to assist with evacuation and post evacuation. Rate of pay during this time period shall be determined by the unions' contracts. In no event will the Contractor bill the City of Raleigh for more than sixteen (16) hours per person per day.

#### **4.1AA Security Cameras and Related Equipment**

Contractor will update, maintain, and seek avenues to improve City of Raleigh's security camera system. Contractor will regularly monitor City of Raleigh's security cameras and all related equipment to ensure that the system is operating optimally. Additionally, Contractor will coordinate and serve as a liaison between City of Raleigh/ grant management consultant and camera system vendors. Contractor will coordinate all repairs and replacements of malfunctioning equipment with the security camera vendor(s).

Contractor will also identify upgrades and replacement needs for the existing security camera systems.

#### **4.1BB Construction/Capital Procurement**

Contractor will work in conjunction with City of Raleigh and City of Raleigh's consultants in the procurement of equipment for the maintenance facilities, terminals, and vehicles. Contractor will assist in identifying equipment needs, qualified vendors, and in producing cost estimates. Contractor will participate in all pre-bid/prep-proposal conferences, walkthroughs, etc. as requested by City of Raleigh.

#### **4.2 Period of Agreement**

The term of any contract resulting from this solicitation shall begin on (or about) January 1, 2017, and shall terminate on December 31, 2022.

#### **4.3 Price Schedule**

Proposer shall provide a price schedule for all requested items (Appendices A-C). Prices submitted shall be firm for the term of the contract. Prices should include delivery of all items F.O.B. destination.

#### **4.4 Deliverables**

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

#### **4.5 Location**

The location the service is to be performed is:

- 4104 Poole Road, Raleigh, NC 27610

## **4.6 Proposal Elements**

### **4.6A Financial**

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the City of Raleigh to consider.

The Financial Proposal shall be submitted at the same time as the Technical Proposal. Proposers also must include supporting documentation justifying prices submitted. Costs should be identified by line item, and the specific assumptions underlying line item costs should be provided. Cost proposals shall also explain the assumptions that guide increases in line item costs from year to year.

Any contract awarded pursuant to this RFP shall be a fixed cost contract. Costs will be limited to the budgets submitted plus a fixed management fee plus a percentage (10%) of the difference in the actual annual audited expenditures versus the budgeted amount when the actual expenditures are less than the projected budget amount. Consistent performance that meets the annual budget or is under budget will be factored into decisions regarding the awarding of the Transit contract in future years.

The budget submitted represents the maximum dollar amount the City of Raleigh will pay. The Contractor may re-budget line item costs within the limits of the overall annual budget, although re-budget amounts that exceed 10% of the overall budget in a given year must be approved by the Transit Administrator of the City of Raleigh. In the event of extenuating circumstances that inflate operating costs such as terrorist attacks or dramatic, unanticipated increases in certain operational costs, the reimbursement of excess costs and the accompanying re-budget must be approved by the City of Raleigh City Council. If the Council determines that excess costs are the result of negligence or mismanagement on the part of the Contractor, such overruns may be cause for the contract to be terminated. Budget performance in previous years (for example, consistent operational costs that are below budget) will be factored into the decision to approve a re-budget request or terminate the management contract.

In the event that the City Council is asked to consider the reimbursement of cost overruns and a revised operational budget, all costs, including the Contractor's management fee, will be subject to Council review and potential modification. In the event that the Council approves service modifications, expansions, or reductions, a revised annual budget must be submitted and must be approved by the City Council.

While additional documentation may also be provided, Proposers must at a minimum complete the Projected Cost / Profit Form attached hereto to justify prices submitted.

GoRaleigh financials are provided in Appendix F.

#### **4.6B Technical**

Proposers are encouraged to submit creative and imaginative ideas to meet City of Raleigh's needs, but the Technical Proposal should contain, at a minimum, the following information and the information requested in prior parts of this RFP. Proposers are cautioned to be sure that they have identified and responded to all requests for information contained in prior parts hereof.

The Technical Proposal should be organized in the format described below. The City of Raleigh very much wishes to receive proposals that are creative and that maximize operating efficiency. The Proposal should reflect not only the Scope of Services described earlier but also the creative enhancements proposed by the Proposer. The Technical Proposal should contain, at a minimum, the following information.

- 1. *Project Understanding*** - Please describe your work plan for accomplishing the City of Raleigh's goal of providing all transit services through one provider. Please provide a project management plan detailing each major activity, who will be responsible for it, and the time frame required to accomplish the task. Be specific relative to the maintenance plan, operations plan, safety plan, claims management procedures, drug and alcohol program, procurement procedures, and any other policies, procedures, and practices requested by the RFP or that you will utilize during the course of this contract.

The maintenance plan must include equipment and fixed asset inventory control, vehicle maintenance, facility maintenance, preventive maintenance, and any contracted-out maintenance service proposed and the reasons for it.

The procurement process should follow state and federal rules relative to procurement activities.

- 2. *Project Organization*** -An organizational chart should be provided for your company showing the positions you propose to provide under this contract. Show how this organization will relate to any other organizations and personnel in your company, if applicable.

Included with the organization chart should be the number of full-time equivalent personnel anticipated for each position and the number of part-time equivalent personnel anticipated for each position.

- 3. *Description of Personnel*** - Please address the following questions. Answer these questions for both the parent company as well as the company proposing to operate under this contract, if applicable.

- How many personnel are currently employed?
  - Please provide this information by the following classifications:
 

Managerial	
Administrative/Clerical	
Bus Operators	
Mechanics	
Laborers	
  - What is your salary structure and benefit package for management and administrative employees?
  - Provide the company philosophy on labor-management negotiations.
    - Explain your approach to dealing with the labor unions currently operating in this system and their contracts.
  - Explain how, as Contractor, you would approach union negotiations with the goal of preserving a fair labor agreement(s) without substantially increasing costs to City of Raleigh. Provide a company personnel manual.
  - Provide a description of your hiring plan for this contract.
- 4. Description of Transportation Operations** - The Proposer is asked to further detail how it envisions its operations functioning. Included in this section must be a discussion of the following areas.

**(a) Staffing Plan** - Describe the functional responsibilities of each position. The plan should discuss minimum job requirements for each position, screening procedures, training requirements, on-going staff evaluation process, personnel contingency plans and the relationship among positions. The Proposer must describe in detail how it intends to minimize staff—specifically driver—turnover and ensure stability and continuity. The Proposer must describe in detail his/her compensation program for its personnel.

**(b) Training Program** - The Proposer should describe in detail the training program proposed for the operation for the life of the contract including: drivers, mechanics, and administrative staff. At a minimum, the Proposer should include a training schedule that provides an estimate of the number of hours spent on each subject matter presented in training. The Proposer must also identify those areas of training performed by Contractor's staff versus outside agencies. Any outside agencies used in training MUST be identified in the Proposal.

Sample training materials, discussion of the Proposer's training philosophy, unique programs addressing the special needs of our passengers and technical resources the Proposer brings to the project should be discussed as well. The Proposer should also distinguish what it perceives as their transition training program, normal routine program, and skills building programs for the future.

The Proposer should describe the methods used to ensure the effectiveness of training efforts as well as the methods used to measure driver performance.

- (c) **Operations Supervision Plan** - Describe what methods, procedures, techniques and programs will be put in place to ensure the delivery of consistent, high quality service. Please make a distinction between what the basic requirements will be for dispatching and supervision versus what extra efforts will be applied to address the problems and issues identified in the Project Understanding.
  - (d) **Safety Program** - Describe in detail the driver and passenger safety efforts contemplated for this operation. Include a description of the standards applied to the work force in terms of minimum acceptable safety performance and the means used to measure such performance.
  - (e) **Work Force Management Plan** - Describe the operating procedures and tools that will be put in place to manage the work force. Include a description of internal communication programs, code of conduct, dress codes. A copy of personnel policies and procedures (including drug and alcohol policies) used on similar projects should be included in the appendix of the proposal.
5. **Description of Maintenance Program** -The Proposer's maintenance plan must include equipment and fixed asset inventory control, vehicle maintenance, facility maintenance, preventive maintenance plan, and any contracted-out maintenance service proposed and the reason for it. Describe in detail the elements of your maintenance program including, but not limited to, the following areas:
- (a) **Preventive Maintenance (PM) Program** - Describe the PM intervals you recommend for this fleet (that will comply with FTA requirements) and describe in detail the activities performed for each inspection. Included in your discussion should be a detailed explanation of your wheelchair lift/ramp and air conditioning PM program. Include a discussion on the safeguards in place to ensure PM's are kept current. Elaborate on any experiences you have had maintaining buses or similar body or chassis equipment and any special maintenance procedures you recommend to address potential problem areas.
  - (b) **Daily Inspection Program** - Discuss your program for inspections to ensure vehicles are in top mechanical order and comply with all federal requirements before leaving the garage each day. Describe the reporting and recordkeeping system to be used to identify and correct mechanical defects in a timely manner. Discuss the communications program between the operations staff and the maintenance staff.
  - (c) **Recordkeeping** - Explain the methods used to maintain a vehicle history file. Explain what information is captured and what "flags" will be used to identify potential mechanical problems.

Describe how recordkeeping will be done to control equipment and fixed asset inventory.

(d) **Staffing Plan** - Provide a description of your maintenance staffing plan including minimum qualifications and training program. Include in your discussion the activities of mechanics, cleaners, service island workers and other maintenance-related personnel.

(e) **Road Call Procedures** - Describe your operating procedures and maintenance capabilities for handling road calls.

(f) **Facility Maintenance Plan** - Describe your plan for facility maintenance.

(g) **Contracted-out Maintenance** – If applicable, describe why contracting out certain maintenance functions and responsibilities would be more cost efficient and more advantageous to Transit than handling those responsibilities in house.

**6. Description of Administration Program** - Describe the procedures that will be established to administer the Transit system. Identify where each function will be performed, whether it be locally, through an independent service, or off-site at corporate headquarters.

(a) **Data Capture** - Describe the methods that will be used to capture and report the data requested by the City of Raleigh for this project. Include any suggestions you may have to streamline or improve the process. State whether or not you have the capability to send data to the City of Raleigh via e-mail. Describe what measures you will undertake to ensure that data collection measures and data reporting are comprehensive, accurate, and precise. Particular emphasis should be paid to the methods that will be adopted to ensure that farebox receipts are accurate and complete.

(b) **Communications Plan** - Provide a description of the weekly and monthly reports to be provided to the City of Raleigh. Discuss what information will be communicated immediately, weekly and monthly. Discuss the process used to investigate complaints and the potential follow-up actions that may be taken to ensure problems are not systemic or likely to occur again. Discuss what actions will be taken in the event that it is determined that problems/complaints are systemic or appear to be increasing.

Discuss methods to be used to maintain solid communication within the organization including the maintenance of personnel records and the communication of rules, procedures and other information drivers are required to possess to ensure the quality delivery of service.

(c) **Accounting Plan** - Describe the methods you will use to process payroll, payable and other financial data. Describe the checks in place to ensure the accurate, timely processing of payroll and the prevention of fraud.

(d) **Fare Collection** - Describe your proposed method for collecting and accounting for fare tickets, passes, and for the collecting and accounting for cash fares. Also describe your familiarity with the Genfare fareboxes that are installed and your ability to transpose accurately the information recorded by the fareboxes into regular, legible, and comprehensive spreadsheet reports, as requested by the City of Raleigh. Summary data reported in such reports must be accurate and must reasonably correspond to the revenues reported in the monthly performance reports that are to be distributed to the City of Raleigh.

Additionally, Proposer must provide a guarantee of 100% fare collection. If a discrepancy exists between fare revenues projected from farebox data and actual revenues collected, the Contractor will be responsible for reimbursing the City of Raleigh for any uncollected or under-collected farebox revenues. Accuracy of farebox reporting will be confirmed by random audits by City of Raleigh personnel.

(e) **Records Maintenance** - Describe your plans for producing and maintaining records appropriate or necessary for your sources.

(f) **Dispatching and Scheduling** - Describe your plans for dispatching and scheduling services to be provided.

7. **Management Team** - List the General Manager for this project and describe what unique abilities he/she brings to the project. Include a detailed resume of each management team member that lists their professional experience and length of time at each assignment including the length of time with the Proposer's organization.

8. **DBE Program** - The Proposer should describe their efforts to involve Disadvantaged Business Enterprise in this project. The Proposer should specifically state their intent to meet or exceed the most recently established City of Raleigh threshold of 13% DBE participation in all aspects of transit sub-contracting and procurement. The Proposer should also outline those strategies and techniques that will be adopted to facilitate maximum DBE participation and to increase DBE participation over the life of the contract.

The City of Raleigh will provide Proposers with its current DBE Directory upon request.

- 9. Relevant Experience** - The Proposers should provide a statement of its experience in operating transit systems. Include within this statement an explanation of your management philosophy; customer service policies; marketing approaches; passenger complaint procedures; experience and relationship with the Federal Transit Administration and Congressional delegates; and other issues that would lead to overall customer satisfaction, ridership increase, and promoting the growth of transit service within City of Raleigh.

Please provide the following information on **ALL** transit service contracts your company has worked on over the past five (5) years that demonstrate your ability to operate GoRaleigh's system: contract price, annual hours of service, annual revenue miles, annual budget, type(s) of service number and type of vehicles, name, address, and telephone number of client's principal managing the contract.

List any contracts your company has failed to complete or which have been terminated prior to their expiration and provide an explanation for each.

Provide a resume and job description for the key personnel that you will use to fill the key positions in the proposed scope of work. Provide specific information on the job skills each brings to the organization. If you intend to use any subcontractors, name each subcontractor, the reason for using them, and the responsibilities they will have.

It should be noted that changes in key personnel assigned to the project must be approved by the City of Raleigh. It should also be noted that proposed additional staff beyond the number of full time employees (FTE) identified by the Proposer herein, whether administrative, managerial, or bus operator, or otherwise, must be specifically approved by the Transit Administrator of the City of Raleigh.

- 10. References** - Please provide at least three (3) references who can attest to knowledge of your company, its operations and capabilities.

- 11. Insurance Adequacy** – Insurance shall be purchased by the Contractor and shall list the City of Raleigh as an additional insured. Insurance costs shall be a cost of the system.

This includes physical damage, general and automobile liability, and workers compensation insurance. The current liability coverage is \$10 million and a \$10,000 deductible for physical damage.

Also, at no cost to the City of Raleigh, the Management Company shall provide a \$500,000 fidelity/surety bond.

- 12. Financial Information** - Please provide your company's latest financial statement (as expressed in American dollars). If the company proposing to provide services

contract is a subsidiary, then it should provide its financials as well as the parent company's financials.

- Provide the name and address of principal banking institution.
- Provide annual revenues and expenses for your company over the past five (5) years.
- Provide your company's cash management procedures, National Transit Database (NTD) reporting procedures, payroll and benefits accounting system and other financial controls that would show the company's ability to financially manage the City of Raleigh fixed route system.

#### **4.7 Performance Requirements**

See Section 2.1B2

#### **4.8 Performance Measurement/Evaluation**

The City of Raleigh will measure Contractor performance in the following ways and may do so in other ways:

- City of Raleigh staff members will ride and/or randomly check Contractor's service and report all problems, concerns and aspects of the service.
- The City of Raleigh will randomly sample the Contractor's service and analyze on-time performance, passenger treatment, as well as vehicle condition and cleanliness. AVL reports may be used for some performance checks.
- The City of Raleigh will review and verify daily, weekly and monthly operating invoices and statistics provided by the Contractor. This will be the basis for determining whether service standards are met.
- Vehicles will be subject to inspection as per the Contractor's approved preventative maintenance plan.

#### **4.9 Federal Transit Administration Mandatory Provisions**

See Section 2.0 Federal Requirements contractual provisions

**APPENDIX A**

**FIRST YEAR FINANCIAL PROPOSAL**

Please provide a unit price per vehicle revenue hour. This price shall be inclusive of all services required of Contractor under this contract for a minimum period of 1 year. The price stated shall be valid for service at the current level (250,130 revenue hours) plus or minus ten (10%) percent. Part 4.1A4 of this RFP discusses determination of price beyond those parameters.

\$\_\_\_\_\_ per vehicle revenue hour for transit operations.

Price Submitted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPENDIX B**

**PROJECTED COST / PROFIT FORM FOR FIXED ROUTE**

Line Item	Year 1
<b>Labor</b>	
1. Drivers	_____
2. Maintenance	_____
3. Dispatch	_____
4. Administrative	_____
5. Fringe Benefits*	_____
6. Other (list)	_____
Sub-Total Labor	
<b>Start-Up Costs (list)</b>	_____
<b>Maintenance &amp; Operations</b>	
1. Legal Services	_____
2. Accounting, Payroll	_____
3. Medical Exams, Services	_____
4. Service Contracts	_____
5. Contract Labor	_____
6. Registrations	_____
7. Dues, Subscriptions	_____
8. Travel and Meetings	_____
9. Employee Incentives	_____
10. Uniforms / Clothing	_____
11. Bond and Surety Costs	_____

- 12. Insurance – (Other than fleet liability and physical damage) \_\_\_\_\_
- 13. Utilities \_\_\_\_\_
- 14. Advertising \_\_\_\_\_
- 15. Postage \_\_\_\_\_
- 16. Printing \_\_\_\_\_
- 17. Antifreeze \_\_\_\_\_
- 18. Towing \_\_\_\_\_
- 19. Bus Parts \_\_\_\_\_
- 20. Tire recapping \_\_\_\_\_
- 21. Oils, Lubricants \_\_\_\_\_
- 22. Taxes \_\_\_\_\_
- 23. Drug & Alcohol Testing \_\_\_\_\_
- 24. Telephone \_\_\_\_\_
- 25. Communication Service \_\_\_\_\_
- 26. Maintenance – Tools \_\_\_\_\_
- 27. Minor Equipment \_\_\_\_\_
- 28. Rentals \_\_\_\_\_
- 29. Auto Expense \_\_\_\_\_
- 30. Pension Administration \_\_\_\_\_
- 31. Maintenance, Other \_\_\_\_\_
- 32. Miscellaneous \_\_\_\_\_

33. Office Supplies \_\_\_\_\_

34. Safety Expense \_\_\_\_\_

35. Other (list) \_\_\_\_\_

Subtotal Maintenance & Operations

**Miscellaneous Costs**

1. Insurance – Fleet liability \_\_\_\_\_

2. Insurance – Physical Damage \_\_\_\_\_

3. Health Insurance \_\_\_\_\_

4. Fuel \_\_\_\_\_

5. Annual Audit \_\_\_\_\_

Subtotal Miscellaneous Costs

**TOTAL**

**\*Provide Breakdown of**

Fringe Benefits

Pension

FICA Tax

Unemployment Tax

Holiday Pay

Vacation Pay

**Provide your expected profit margin of this contract** \_\_\_\_\_

## **APPENDIX C**

Proposal for adjusting first year price for years 2-5 for the Service fee option.

Please provide a proposal for adjusting your first year pricing for subsequent years.

**APPENDIX D**

**RESPONDENT'S QUESTIONNAIRE**

1. How many people does your firm currently employ? \_\_\_\_\_
2. Of the people employed, what are the job classifications involved, and how many people are assigned to each classification?

Classification	Number of Employees
Managerial	_____
Administrative/Clerical	_____
Bus Drivers	_____
Mechanics	_____
Laborers	_____

3. List similar services that you currently have underway or have completed within the last five years that demonstrate your firm's ability to perform the requirements of this contract.

Contract Price	Kind of Transportation Service	Location of Work	Percent Complete	Expected Completion	Prime or Sub-Contractor (?)

4. Provide the names of those clients (other than individuals itemized in question 3), including public bodies, for whom you have performed transportation services over the past five years. Include the names of persons to contact and telephone numbers.

a. Name of Client \_\_\_\_\_

Business Address \_\_\_\_\_

Type of Business \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Contact Person \_\_\_\_\_

b. Name of Client \_\_\_\_\_

Business Address \_\_\_\_\_

Type of Business \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Contact Person \_\_\_\_\_

c. Name of Client \_\_\_\_\_

Business Address \_\_\_\_\_

Type of Business \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Contact Person \_\_\_\_\_

d. Name of Client \_\_\_\_\_

Business Address \_\_\_\_\_

Type of Business \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Contact Person \_\_\_\_\_

5. Identify your firm's Board of Directors, Officers, Resident General Manager, Maintenance Manager, and other personnel to be assigned to this project. Resumes giving the experience of these individuals and describing duties, including all managerial positions should be attached to this proposal. Resumes must include the individual's name, present position or office in the organization, years of transportation experience, type of transportation work, and names of previous firms where employed and in what capacity.

Name	Title	Name	Title

6. Have you or your organization, or any officer or partner thereof, ever failed to complete a contract? If so, give details.

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7. Is any litigation pending against you or your organization? If so, give details.

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8. Have any formal complaints or suits been filed against your organization for non-compliance with any Federal regulations? If so, give details.

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9. Name your principal financial institution for financial responsibility reference.

Name of Bank \_\_\_\_\_  
Street Address \_\_\_\_\_  
  
City, State, Zip \_\_\_\_\_  
  
Officer Familiar with Proposer's Account \_\_\_\_\_

10. State your firm's average annual receipts over the past three fiscal years.

_____	_____	_____
2014	2015	2016

11. Provide a financial statement prepared and certified by an independent accounting firm covering your firm's last fiscal reporting year.

The undersigned certifies that they are legally authorized by the respondent to make the statements and representations contained in this document, and represents and warrants that the foregoing information is true and accurate to the

best of their knowledge, and intends that the City of Raleigh of Wake County, rely thereon in evaluating the respondent.

Respondent's Name \_\_\_\_\_ Date of Signing \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

## APPENDIX E

### GoRaleigh LOCAL FARE INFORMATION

FARE TYPE	FULL FARE	REDUCED FARE
Cash Fare	\$1.25	\$0.60
Day Pass	\$2.50	\$1.25
7-Day Pass	\$12.00	\$6.00
31-Day Pass	\$45.00	\$22.50
\$25 Stored Value Card	\$20.00	\$20.00

- **Best Pass Value:** \$25.00 Stored Value Card | Accepted by Regional providers GoRaleigh, GoTriangle, GoDurham & C-TRAN.
- Passes do not begin to lose value until they are validated on the GoRaleigh bus.
- No Transfers Issued

### DISCOUNTED/REDUCED FARE INFORMATION

Persons with Disabilities	50% Discount
Teens Ages 13-18	50% Discount
Children 12 & Under	Free
Seniors 65 & Over	Free

- **50% Discount** with Approved ID:
  - Persons with Disabilities (with GoRaleigh ID)
  - Teens Ages 13-18 (may show current Student ID in lieu of GoRaleigh ID)
- **Fare Free**
  - Children Ages 12 and Under (with GoRaleigh ID if over 60" tall)
  - Seniors 65+ (with GoRaleigh ID)
- To obtain a GoRaleigh ID card, complete the [GoRaleigh ID Card Application](#)  or call 919-996-3459.
- A Medicare Card and a valid ID may be used to secure a GoRaleigh ID Card.

## APPENDIX F

### GoRaleigh Income Statement FYE 2016

	FYE 2015	FYE 2016	Budget FYE 2017
<b>Revenues</b>			
3060 Passenger Fares	\$3,392,642	\$3,329,816	\$3,677,651
3060 State Fair, Passenger Fares	131,753	135,223	139,280
3085 Subcontracted Revenue	1,851,960	2,423,570	2,175,785
3611 Advertising Income			
Non-Operating Income	1,988	1,195	2,000
3650 Miscellaneous Income			
9850 Interest Income		43	100
<b>Revenues Total</b>	<u>\$5,378,343</u>	<u>\$5,889,847</u>	<u>\$5,994,816</u>
<b>Operations Expense</b>			
Wages - Operations	\$8,325,478	\$8,652,660	\$9,290,259
Payroll Taxes - Operations	702,221	687,087	737,716
Other - Operations	525,365	526,522	525,905
Safety & Training - Operations	75,323	63,117	68,812
Fuel	2,361,270	1,478,427	2,727,606
Other Materials - Operations	235,250	226,254	291,595
<b>Total Operations Expense</b>	<u>\$12,224,906</u>	<u>\$11,634,067</u>	<u>\$13,641,893</u>
<b>Maintenance</b>			
Wages - Maintenance	\$1,634,688	\$1,801,444	\$2,093,617
Payroll Taxes - Maintenance	132,326	141,671	163,540
Other - Maintenance	117,355	123,727	147,109
Safety & Training - Maintenance	6,598	10,943	12,578
Maintenance Fuel & Tires	99,795	102,788	113,112
Parts	1,066,368	1,039,064	989,013
Materials & Supplies	367,281	367,097	498,531
<b>Total Maintenance Expense</b>	<u>\$3,424,411</u>	<u>\$3,586,734</u>	<u>\$4,017,500</u>
<b>Insurance Expenses</b>			
Fleet	\$785,912	\$837,120	\$915,393
Health Insurance	1,653,440	1,822,062	2,072,990
Worker's Comp Insurance	599,915	617,630	627,985
<b>Total Insurance Expense</b>	<u>\$3,039,267</u>	<u>\$3,276,812</u>	<u>\$3,616,368</u>
<b>General &amp; Administration</b>			
Wages - G&A	\$326,281	\$358,847	\$437,897
Payroll Taxes - G&A	26,255	27,635	35,808
Other - G&A	11,156	10,718	11,789
Services Provided - G&A	19,997	23,656	21,787
Materials & Supplies	109,441	118,791	121,094
Travel - G&A	26,893	32,969	24,588
Services Provided	504,497	568,913	554,982
Professional Fees	404,172	569,989	475,405
Miscellaneous	167,234	155,323	170,959
<b>General &amp; Administration Expense</b>	<u>\$1,595,926</u>	<u>\$1,866,841</u>	<u>\$1,854,309</u>
<b>Total Operating Expenses</b>	<u>\$20,284,510</u>	<u>\$20,364,454</u>	<u>\$23,130,070</u>
<b>Net Operating Costs</b>	<u>\$14,906,167</u>	<u>\$14,474,607</u>	<u>\$17,135,254</u>

# **SECTION 5.0**

## **EVALUATION PROCESS**

## 5.1 Proposed Schedule

A Review Committee is acting in an administrative capacity to the Raleigh Transit Authority, City Administration, and the Raleigh City Council in the issuance of the RFP, the review of qualifications and experience, proposed service offered and the costs of service. Responding firms must submit one (1) original, three (3) copies, and one (1) electronic copy (PDF Format Preferred) of their entire proposal **and a proposed contract** to:

Mailing Address:

David Eatman, Transit Administrator  
City of Raleigh  
Department of Public Works  
Transportation Operations Division  
PO Box 590  
Raleigh, NC 27602-0590

Physical Address:

David Eatman, Transit Administrator  
City of Raleigh  
Department of Public Works  
Transportation Operations Division  
222 W. Hargett Street, 4<sup>th</sup> Floor  
Raleigh, NC 27601

Phone: (919) 996-4040

**This package must be received no later than 2:00 pm on September 22, 2016.** Proposals received after that time will not be considered. All questions regarding the RFP should be directed to the above.

A non-mandatory pre-proposal meeting will be held on September 1, 2016 at 2 PM. The meeting will be held in Conference Room 123 of GoRaleigh Operations and Maintenance Facility at 4104 Poole Road Raleigh, NC 27610.

**The following timetable has been established for making a decision on proposed services.**

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Staff advertises the Request for Proposals

August 18, 2016

Pre-Proposal Meeting September 1, 2016  
2 PM EST

Questions will be received up until and through the end of the Pre proposal meeting on September 1, 2016.

*Responses will be provided to all parties that request the RFP no later than September 8, 2016 at 4 PM. No questions will be responded to after the Pre proposal meeting has ended.*

**Proposals Due September 22, 2016  
2 PM EST**

Previously appointed City administration/Authority Review Committee makes a recommendation to the Raleigh Transit Authority [RTA]	Sep-Oct 2016
RTA approves a recommendation to City Council	October 13, 2016
City Council receives recommendation from the Authority and authorizes City administration to Negotiate contract	October 18, 2016
City Council authorizes City Manager to execute a Contract	October 18, 2016
Contract begins	January 1, 2017

## **5.2 Evaluation Process**

Upon review of the proposals received to determine responsiveness to the RFP, they will be evaluated and ranked according to the evaluation criteria as follows:

The proposal will be evaluated in light of the material and the substantiating evidence presented to City of Raleigh, not on the basis of what may be inferred. The City of Raleigh will evaluate the overall proposal including the technical and financial proposals using the following evaluation criteria:

### **5.2A Financial Proposal (Maximum of 25 Points)**

Prices proposed by the Proposers should be submitted as per Section 3.4 C and Section 4 Appendices A, B and C. Prices proposed shall be firm. The financial proposal will be evaluated based on overall pricing in Section 3 & 4 combined.

Proposers are to provide supporting written justification of the prices submitted. The proposed contract budget will be evaluated on the basis of reasonability, comprehensiveness, cost increases from year to year, and the Proposer's past financial performance and management record, Proposer identifies and incorporates into the final budget.

The information provided in response to this section will be used in the Financial Evaluation.

## **5.2B Technical Proposal (Maximum of 75 Points)**

This item includes the corresponding sections in Parts I & II of this RFP and also focuses on compliance with federal requirements and coordination with the City of Raleigh. Applicable issues identified in other parts are also included.

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

### **A. Qualifications and Project Understanding – 15 Points**

- a. Project Understanding, Description of Personnel, Description of Transit Operations, Description of Administration Program, DBE Program and other federal requirements as they pertain to transit operations (ADA, Drug and Alcohol, etc.)

### **B. Project Organization and Management Team – 25 points**

- a. Relevant experience, most similar to service that is being proposed of key personnel assigned in City of Raleigh to the project.
- b. Proposed strategies to apply innovative management techniques to realize new efficiencies in operations,
- c. Program that will be followed which is designed to secure drivers with experience in providing the service proposed.

### **C. Maintenance Plan – 15 points**

- a. Preventive Maintenance plan, facility maintenance plan, road calls, daily inspection, record-keeping, staffing and road call procedures.

### **D. Experience and References – 20 points**

- a. Experience of the company, Experience of proposed Management Team as well as references for service most similar to that being proposed.

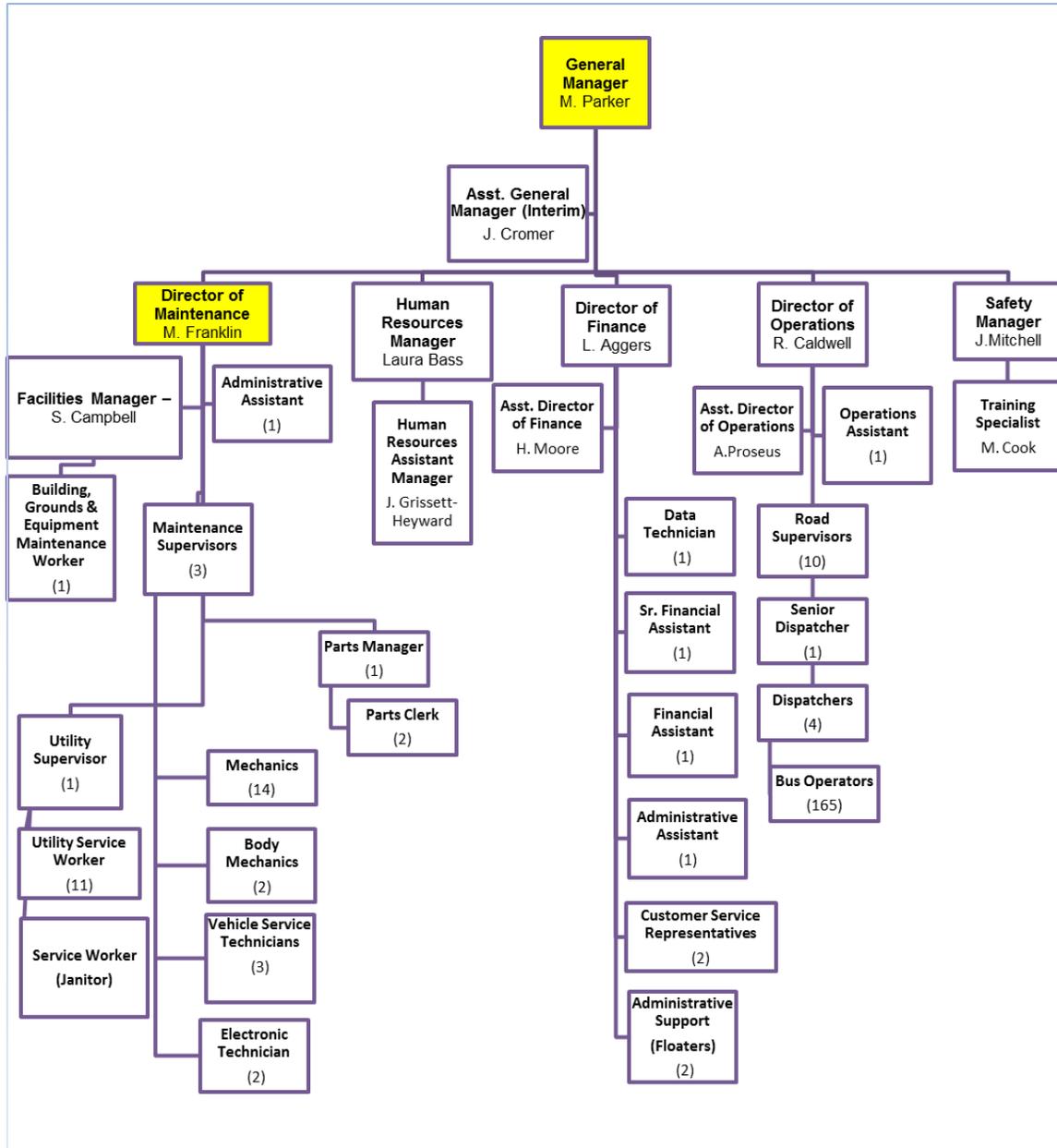
## EVALUATION SUMMARY

1. Financial Proposal	25 points
2. Technical Proposal	
a. Qualifications and Project Understanding	15 Points
b. Project Organization and Management Team	25 Points
c. Maintenance Plan	15 Points
d. Experience and References	<u>20 Points</u>
<b>TOTAL (Financial and Technical)</b>	<b>100 Points</b>

The City of Raleigh may pursue the development of a contract based upon the submitted proposal with the highest ranking firm subject to approval of the Raleigh Transit Authority and the Raleigh City Council. If an acceptable contract cannot be developed, negotiations will begin with the next highest ranked firm. This process will continue until a contract can be negotiated.

# Exhibit I

## GoRaleigh 2016 Organizational Chart Highlighted positions are funded via Management Contract (all others are funded via operating budget)



Revised June 2016

**EXHIBIT II**

IN WITNESS THEREOF, the parties hereto have made and executed this agreement as of the day and year first above written.

**CITY OF RALEIGH**

**COMPANY**

BY: \_\_\_\_\_  
City Manager

BY: \_\_\_\_\_  
President

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Secretary

**APPROVED AS TO FORM:**

(CORPORATE SEAL)

BY: \_\_\_\_\_  
City Attorney

(CITY SEAL)

**EXHIBIT III**

NORTH CAROLINA

County of \_\_\_\_\_

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 2016, before me personally came \_\_\_\_\_, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the (assistant) secretary, and \_\_\_\_\_ is the (vice) president of \_\_\_\_\_, the corporation described in and which

executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said (assistant) secretary and (vice) president subscribed their names thereto, and said common seal was affixed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

My Commission Expires:

**EXHIBIT IV**

LABOR AGREEMENT

By and Between

Raleigh Division  
**Veolia Transportation Services Inc.**  
Limited Partnership

And

Amalgamated Transit Union  
Local Union Number 1328

Effective **July1, 2014**  
Through  
June 30, **2017**

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## AGREEMENT

WITNESSETH: That in the operation of buses in and about Raleigh, North Carolina by the Party of the First Part, the Parties to this Agreement hereto, in consideration of the mutual covenants and agreements herein, contract and agree with each other, as follows, to wit:

### GENERAL PROVISIONS

#### Article 1 Recognition

SECTION 1: The Company recognizes the Amalgamated Transit Union Local #1328 as the exclusive bargaining agent for all employees whose classifications are included in the wage sections of this Agreement, and agrees to meet with the duly accredited officers and committees that are elected or selected by the Union upon all questions and grievances that may arise under this Agreement. Nothing in this Agreement shall deny to any individual employee or group of employees their right to present grievances directly to the Company and to have such grievances adjusted as long as the adjustment is not inconsistent with the terms of this Agreement; and provided that the employee retains the right to have Union representation present at any such adjustment.

SECTION 2: When the term “employee” is used in this Agreement, it shall mean an employee coming within the scope of this Agreement.

SECTION 3: When the pronouns “he”, “him”, “his” are used in this Agreement, such pronouns shall be considered as applying to employees or persons of both the male and female gender.

SECTION 4: Employees of the Company, members of said Union, and the Union Agree that said members will perform loyal and efficient service in their departments of work; that they will be attentive to their duties; that they will observe and conform to the rules, policies and regulations of the Company; that they will comply with the instructions and directions of the officers of the Company over them; that they will operate and maintain buses carefully and with utmost regard at all times for the safety of passengers and the public in a continuous program of increased patronage; that they will give the riding public courteous and respectful consideration and treatment at all times; and that they will use their influence and best endeavors to protect the property of the Company and all of its interest. The Union agrees further for itself and for its individual members, to give the Company the fullest cooperation to the end that the transportation system may grow; its service to the public increase in efficiency, volume, and scope; and the revenue and resulting profit from its operation become greater.

SECTION 5: The Company and the Union agree to abide by all local, state and federal laws that are applicable to the Agreement.

Article 2  
Management

SECTION 1: The Company, being charged with the duty of providing a safe, reliable and dependable transportation service to the public in the area that it serves, and being charged with the highest degree of care in, and having the responsibility of, managing the operations of the Company with such efficiency and safety that transportation service shall be available without interruption, and in general to promote the protection of life and property, retains the full right to manage the business and the properties operated by the Company. Accordingly, it is not the intention of this Agreement and the same shall not be construed so as to limit in any way the right of the Company to manage and operate its property.

The Company expressly reserves itself the management, conduct, control and operation of its business; the direction of its working forces; the establishment of rules, policies, instructions and regulations necessary for the safe, proper and sound conduct of its business; the determination of the number of employees by the Company and of their qualifications; the determination of position or classification; the determination of type, kind, make and size equipment used by it and the determination of how and when such equipment shall be used; to hire employees or discharge employees for just cause; and further to exercise full control of the conduct of its business to the end that the business shall be safely and efficiently managed and that proper service shall be rendered to the public.

SECTION 2: Except in cases of emergency requiring prompt implementation, a copy of any new rule or policy will be posted no less than ten (10) calendar days prior to implementation. In order to provide the Union an opportunity to review and comment on any new rule or policy, the company shall provide the Union a copy of such no less than ten (10) calendar days prior to the date the notice to employees is posted.

Article 3  
Deduction of Membership Dues

SECTION 1: The Company agrees to deduct on the first (2) paydays of each month **from the pay of the employees for each** the periodic dues, initiation fee and assessments, or the established and applicable fee equivalent in such amounts as are now or hereafter established by the Union and become due to it, and remit same to the Secretary-Treasurer of the Union within ten (10) days after the date of their deduction, provided such employees individually and voluntarily authorize the Employer, in writing, to make such deductions. It is understood that Union membership is not a condition of this authorization. The Union agrees to indemnify and hold the Company harmless from any claims, demands, or other liabilities arising out of action taken by the Company in

reliance upon Union dues deductions authorizations submitted by the Union to the Company.

The Company agrees to deduct on the first (1st) and second (2nd) paydays of each month any additional amounts, identified by the Union and individually and voluntarily authorized by the employees, including amounts designated for C.O.P.E. contributions. Such amount shall be divided evenly between these two (2) paydays and remitted to the Secretary of the Union within fifteen (15) days after the second (2nd) payday.

The Company must be notified ten (10) days in advance of any changes in deductions.

#### Article 4 Probationary Period

SECTION 1: The probationary period as herein established is to provide a trial period during which the Company may judge the new employee's ability, competency, fitness and other qualifications to perform the work for which he is employed. Such probationary period shall be for one hundred twenty (120) calendar days and shall commence on the date the employee physically reports to work for the first time.

SECTION 2: The Company has the right to discharge any probationary employee for any reason, at any time, and the Company's right to do so shall not be questioned.

#### Article 5 Discipline

SECTION 1: Inspectors in checking employees are to give true facts pertaining to the performance of employee's duties. Personal opinion of the public, not substantiated by facts, will not be made the basis of rendering discipline. Accordingly, before imposing disciplinary action on the basis of inspector's reports, the Company will take all reasonable caution to substantiate the authenticity and accuracy of such reports.

SECTION 2: In the event discipline, suspension or discharge is imposed on any employee as a result of a charge by the Company, and the employee is reinstated by agreement between the parties or through other procedures as may be provided in the Agreement, such employee will be reinstated without loss of seniority and paid for all time lost or such lesser amounts as may be agreed on between the parties.

SECTION 3: When an employee is disciplined, including discharge, for violation of the rules of the Company, the employee and Union shall receive a written statement of the charges against them prior to the commencement of the discipline. The Company shall notify employees of the placing of anything for or against them in their personnel file and provide the employee involved a copy of such.

SECTION 4: When action of the Company involves disciplinary action of suspension or discharge, the employee and Union representative, if the Union representative is in attendance, shall sign the correspondence or written report that describes the infraction and disciplinary action being imposed. The Company will furnish a copy of this document to the employee and the Union. The Union will be furnished copies of any documents in the employee's personnel file that relate to the offense.

When action of the Company involves disciplinary action, including but not limited to, reprimand, suspension, or discharge, the Company will consider an employee's record of rule infractions and preventable accidents for two (2) years prior to the date of the incident that gave rise to the action.

SECTION 5: The Company will use prudent judgment in disciplining an employee in order to avoid embarrassing the employee.

SECTION 6: The Company agrees that it will not take disciplinary action against any employee solely on the basis of anonymous telephone complaints.

SECTION 7: All charges preferred by the Company against an employee for violation of its rules or other offense shall be preferred within ten (10) days after the Company's knowledge of the incident or occurrence resulting in said charges. The employer shall not discharge, suspend, or take other disciplinary action against an employee without just cause. All references to time limits shall exclude Saturdays, Sundays and holiday.

#### Article 6 Provisions Relating to Union Officials

SECTION 1: All officers or member of the Union Committee may secure relief from duty to transact legitimate business for the Union. Such notice shall be provided within reasonable time which shall not be less than twenty-four (24) hours except in an emergency. The Company agrees that it will grant Leave of Absence to members of the Union when such members request such Leave of Absence for the purpose of entering the employment of the Union; and further agrees that such members will retain and accumulate their seniority with the Company while on such Leave of Absence. It is understood and agreed that Leave of Absence for this purpose will only be granted upon written application for such and upon reasonable notice to the Company.

SECTION 2: Members of the Union who may be elected or appointed to any office of the Union, either local or international, which requires absence from the service of the Company shall be granted a leave of absence without pay and without loss of seniority to attend to the duties of such office, provided such employee 1) submits written request for such leave of absence with a minimum notice of five (5) calendar days, and 2) notifies the Company during the term of this Agreement and any renewal, amendment, or

extension thereof within fifteen (15) days from date of retirement of such office of his intention to return to duty.

Such leaves of absence shall be granted only upon written application and, therefore, such leaves of absence shall not be granted if the requests therefore are in such numbers as to be a detriment to efficient, cost-effective service of the Company.

SECTION 3: The Union agrees to furnish the Company with an up-to-date list of all its officers and committee members, and to promptly notify the Company of any and all changes thereto. The Company agrees to furnish the Union with an up-to-date list of all its officers, and to promptly notify the Union of any and all changes thereto.

#### Article 7 Bulletin Boards

SECTION 1: The Union shall have the right to construct, erect, and maintain a total of two (2) separate bulletin boards on Company's premise to be under the Union's sole control and for Union's exclusive use. Such bulletin boards may, at the Union's discretion, have glass doors and be equipped with locks, the keys to which shall be in the custody of a member designated by the Union. Such bulletin boards shall be erected and maintained at locations to be mutually agreed upon.

#### Article 8 Employee and Dependent Transportation

SECTION 1: The Company will furnish each employee, his spouse, and each retired employee and the spousal widow of each retired employee, with an unlimited pass for use of CAT service. Any misuse, abuse, or loan of such a pass will be cause for the Company to demand surrender of the card.

SECTION 2: This pass is only for the purpose of transportation in the Capital Area Transit regular service area on services open to the public. It is not transferable to any regional transportation services that may be developed in the future.

#### Article 9 Grievance and Arbitration Procedures

SECTION 1: Grievance Procedures: It is understood by both parties that from time to time disagreements will occur. However, both parties will, to the best of their abilities, pursue reconciliation before filing a formal grievance. All grievances that may arise during the life of this Agreement will be handled in the following manner:

A. **FIRST STEP:** The employee and/or the Union shall present the grievance, in writing, to the respective Department Head or designee within ten (10) working days from the date of the event which caused the grievance. The grievance will be in such detail as to identify the date and nature of the occurrence giving rise to the grievance and the remedy requested. The Department Head or designee will respond with a written decision within ten (10) working days upon receipt of the grievance.

B. **SECOND STEP:** If the grievant or the Union disagrees with the decision at the first step, the grievant or the Union may submit the same grievance to the General Manager or designee within ten (10) working days upon receipt of the response at the first step. The General Manager or designee will respond within ten (10) working days in writing. During the ten (10) working days, the General Manager or designee may elect to hold a hearing where both parties may discuss their differences.

SECTION 2: **Arbitration Procedures:** It is understood that all issues arising out of grievances may not be resolved and may necessitate further steps calling for arbitration. The Union has twenty (20) working days to submit notice for arbitration after receipt of the response from the second step.

A. Either party may request from the Federal Mediation and Conciliation Service (FMCS), a list of five (5) persons from which one (1) will be selected as an impartial arbitrator. The selection will take place within ten (10) working days from receipt of the arbitration list. The parties shall determine by lot the order of elimination, and thereafter each shall in that order alternately eliminate one (1) name until only one (1) name remains who shall be the arbitrator. The parties shall equally bear the expense of the impartial arbitrator.

B. The hearing date shall occur as soon as possible between all parties with the arbitrator providing a written decision within thirty (30) days following the hearing. The finding of the arbitrator shall be final and binding to all parties.

C. Any and all documentation submitted into evidence can be examined by both parties with the right to cross examine. It is the opinion of both parties that these steps are beneficial to fact-finding and should not be deviated from in any way. Time limits within the scope of this article may be extended if both parties mutually agree.

D. The periods of time set forth in this article shall exclude Saturdays, Sundays, and holidays.

E. In the case of discharge, the grievance procedures will start at the second step, if requested in writing, by either party.

SECTION 3: It is agreed that either party hereto failing to comply with the time limits outlined in this Article shall forfeit its case unless the parties mutually agree in writing to extend the time limitation. Any documentation pertaining to the grievance may be requested by either party.

SECTION 4: If in the event a settlement is reached at any point of the Grievance/Arbitration process and that settlement contains an agreement in lost earnings from a suspension or discharge, calculation of earnings will take into consideration wages normally earned during the time in question minus (1) all benefits received by way of unemployment benefits.

Article 10  
Strikes and Lock-Outs

SECTION 1: During the term of this Agreement, the Company agrees that there shall be no lockout and the Union agrees that neither it nor any of its members shall participate in any strike or work stoppage or slowdown against the Company for any reason whatsoever.

Article 11  
Leave of Absence

SECTION 1: Except as hereinafter elsewhere provided, leaves of absence for purpose other than those otherwise set forth herein may be granted for periods not to exceed sixty (60) days, provided, however, that the granting of such leaves of absence shall be at the option of the company and taken under the provisions of the remaining Sections of this Article. The Company shall have the sole option to extend the leave of absence.

SECTION 2: Employees enlisting or entering the military service of the United States, pursuant to the provisions of Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges by the Act. The employee will provide in a timely manner, a certified true copy of official military orders that are verifiable before such leave will be approved.

SECTION 3: The employee requesting a leave of absence will provide the Company with a written request outlining the reason for the absence and explain to what extent the employee expects to be gone from work. Upon receipt of this request, the Company will respond to the employee and send a copy of the response to the Union. Any absence due to illness or injury may require a return to work physical by the Company Doctor. During the leave of absence, the employee may not be engaged in gainful employment in any industry unless approved by the Company. Violations will result in immediate termination.

SECTION 4: The period of a leave of absence shall not be considered as time worked or as service to the Company within the meaning of any of the provisions of this Agreement. This is to say the employee on leave of absence retains only his seniority and no benefits such as vacation, insurance, etc. Insurance coverage may be continued by the employee during leave of absence at the employee's expense. Such payments must be received by the 5<sup>th</sup> day of each month insurance payments are made.

SECTION 5: Employees applying for reinstatement after a leave of absence of thirty (30) days or more must be able to qualify for the job under the then existing employment standards of the Company and their compensation shall be at the then prevailing rate. Employees returning from leave of absence shall retain their original assignment at the time of leaving except in cases where vacancies, new positions, or changes have been made during the period of their absence; in which event such employees shall be allowed to exercise their seniority in displacing a junior employee in such vacancies, new positions, or changes.

SECTION 6: Employees who are excused due to illness or on leave of absence will notify officials of the Company of their intentions to resume their duties by 3:30 p.m. on the day before they report for their regular assignments.

SECTION 7: Employees may be permitted to be off, provided they request, in writing on the form provided by the Company, and secure, in writing such permission at least forty-eight (48) hours prior to the scheduled report time. In unusual or emergency situations, the employee may request to be off with less than forty-eight (48) hours notice. Such permission, however, shall not be automatic and shall be based on the needs of the Company to provide efficient, cost-effective service. An employee wishing to cancel such a request for excused absence may be allowed to work his regular job the day (s) for which the excuse was requested provided such cancellation is requested in writing and submitted to the Company prior to 3:30 p.m. the day before the absence was scheduled to occur.

SECTION 8: An absence requested by the employee which does not exceed three (3) consecutive days shall be considered an excused absence, if approved within the provisions of this agreement. An absence requested by the employee which exceeds three (3) consecutive workdays, subject to the provisions of this Agreement, shall fall into the category of a leave of absence.

SECTION 9: Notwithstanding the language in this Article, absences due to sickness or disability shall be limited to nine (9) months for employees with one (1) to two (2) years seniority and eighteen (18) months for employees with three (3) or more years seniority and seniority in such cases will not be affected.

## Article 12 Physical Examinations

SECTION 1: Each employee covered by this Agreement agrees to submit to a physical examination at any time designated by the Company and not less than once every two (2) years. Such physical examination shall be recorded on the physical examination report forms provided by the Company. The examining physician shall be selected by the Company and the cost of such examination shall be borne by the Company.

SECTION 2: Should such a physical examination indicate the physical unfitness of any employee to perform his duties, such employee shall not be allowed to return to duty unless medically certified as able to again perform his duties. If such aforementioned physical examination shows the employee to be physically incapable of performing his duties and said employee is not satisfied, he may at his own expense be examined by a physician of his own choosing. If the conclusion of the physician of his own choosing and the physician designated by the Company are at variance as to said employee's capability to perform the required work, then, in that event, the two physicians shall choose a third physician and the cost of the examination of the third physician shall be divided equally between the Company and the employee, and a majority decision of the three physicians shall be final.

SECTION 3: The Company and the Union will negotiate a Drug and Alcohol Abuse Policy that meets the requirements of the Department of Transportation and Federal Transit Administration and will include an Employee Assistance Program. Effective July 1, 2003 an amended policy reflecting a "Zero Tolerance" for positive test for drug and alcohol will take affect.

### Article 13 Accident Prevention

SECTION 1: The Union recognizes that accident prevention work is necessary to the operation of the Company's transportation system and that programs, safety meetings and general accident prevention work is mutually beneficial both to the Company and to its employees. The Union, therefore, agrees that it will encourage the employees to cooperate with the Company in such safety work and will take an active part and interest in accident prevention.

SECTION 2: Employees shall receive actual time, but not less than one (1) hour, at the straight time rate of pay for each safety meeting they attend, provided they are not already being paid, and attendance at such meetings will be required. If an employee is on vacation, or on sick leave, he will not be required to attend.

SECTION 3: The Company recognizes the advantages and importance of training. When classes or special training programs are made available in or out of town; such as public relations, maintenance, safety, or any other type program for the betterment of employees of Company; attendance of such classes shall be paid at the straight time rate of pay, and the Company shall designated the employee or employees for such training. All employees attending training must sign a "receipt of training" (on form agreed to by parties) noting the date and training class attended. Expenses for travel or materials shall be paid by the Company, as per City guidelines.

Article 14  
Accident Reports

SECTION 1: The Company will pay all operators at the regular hourly rate for the proper preparation and completion of accident or incident report forms required by the Company, provided they are not already being paid. Accident and incident report forms will be filled out by the respective employee(s) at the end of the shift or the end of the working day in which the accident or incident takes place. Only in the event the employee(s) involved are completely incapacitated will the employee(s) be excused from this responsibility. Accident reports are to be paid at overtime rate only if that person has worked over forty (40) hours that week.

Article 15  
Pay Day

SECTION 1: Employees will be paid bi-weekly on Thursday starting at 4:30 p.m. for work performed through the previous Saturday.

Article 16  
Jury Pay - Court Subpoena

SECTION 1: When an employee attends court at the request of the Company and in its behalf, he will be paid at his regular hourly rate for the hours he would normally have worked during the time he was attending court (extra board operators and maintenance employees eight (8) hours). When an employee is required to appear as a juror or as a witness under subpoena that is job related before any court having the power to subpoena, he will be paid at his regular hourly rate for the time he would have normally worked, less the amount of legal fees allowed him for his required attendance.

In case of emergency an employee called to work extra when on jury duty will be paid over and above his regular juror allowance for time worked.

Article 17  
Bereavement

SECTION 1: An employee shall be granted three (3) days off with pay when a death occurs in employee's immediate family. Immediate family shall be defined as employee's present spouse, son, daughter, step children, foster children, grandchildren, father, mother, brother, sister, grandparent and mother and father of employee's present spouse and brother-in-law and sister-in-law. The employee shall receive straight time pay for all time lost within these limits. The employee shall receive three (3) days' pay during such time off. The Company shall make extra effort to grant additional time off when additional time off is needed.

SECTION 2: The Company will grant an employee two (2) days off without pay, to attend the funeral of an aunt, uncle, niece, or nephew.

Article 18  
Sick Leave

SECTION 1: Sick leave accrued by an individual employee, as of the effective date of this Agreement shall remain so accrued. Sick leave is accumulated during the probationary period. All employees shall receive sick pay at the rate of 8 hours per day or 10 hours per day according to their workweek. Extra Board Operators will receive 8 hours per day but no more than 48 hours per week.

Further sick leave shall accumulate at the rate of 8 hours sick leave on the first calendar day of each month, with a maximum annual accumulation of 96 hours.

SECTION 2: Total accrual of sick leave shall not exceed 1,400 hours. No payment of any accrued sick leave time will be made to any employee ending employment for resignation, termination or any other reason except as provided for in Section 10 of this article.

Any employee who has completed at least 1 year of service and who has not used any sick leave during the previous year, or any employee with an accrual of 480 hours or more sick time may use a maximum of **48** hours as personal paid time off (PPT) per year. Personal time off must be requested and approved by the company. Employees must have sufficient leave in their sick leave accumulation before such time may be taken.

SECTION 3: Sick leave benefits shall be paid from the first (1<sup>st</sup>) full workday of proven illness. Sick leave benefits must be requested by the employee and such request supported by a physician statement. The statement shall include (1) the date(s) the employee was unable to work and under the doctor's care; (2) the date the employee is able to return to work without restrictions; and (3) the signature of the doctor (physician). If unable to obtain the physician's signature, the signature of the physician's designee will be acceptable.

Employees who report to work and leave due to illness before completing the first half of their shift, shall receive pay for time worked, plus sick leave pay for the second half of their shift up to four (4) hours or five (5) hours. Employees who report to work and leave due to illness during the second half of their shift shall receive pay for time worked plus sick leave for the remainder of the shift, but no more than the total scheduled work hours. Employee shall be eligible for up to four (4) partial sick days per calendar year.

SECTION 4: Employees on sick leave must notify the Company of their intentions to resume their regular duties not later than 3:30 p.m. on the day before they report for their regular assignments. In the event the employee fails to notify the Company the day before but reports to work the next day; the Company is not required to provide work to the employee. The Company will provide work if available. No other employees will be displaced as a result of a failure to notify on the part of the returning employee.

SECTION 5: Employees who have used all their available sick leave may use any remaining vacation time scheduled to be taken during that calendar year, or any remaining floating holidays. Vacation time used for such purpose must start the first (1<sup>st</sup>) full week not covered by sick leave and must be taken in increments of one week. Requests for such use of vacation time must be in writing and the written request must specify the period for which the vacation was originally scheduled.

SECTION 6: Employees who take leave under this provision must follow the guidelines and requirements set forth in the Company's Family and Medical Leave Policy. In addition, employees who take leave under this provision may, at the employee's option, use accumulated paid leave during periods of FMLA leave.

SECTION 7: The Company will pay any regular full time employee unable to work due to a compensable injury under the Worker's Compensation Act, the difference between what he would have earned had he worked and the amount received for compensation for such injury, subject to the following provisions:

A. The amount received for compensation will be determined by receipts for such payments by the Worker's Compensation benefits carrier;

B. The amount of pay he would have earned had he worked will be determined by the actual number of workdays the employee missed due to the compensable injury; and the amount of pay determined accordingly.

C. The difference to be paid the employee will be determined as follows:

(1) The amount of A. above will be subtracted from the amount of B. above.

(2) The employee will be paid the amount of pay computed in accordance with (1) above; less normal deductions which would have been made had the employee worked.

Such payments provided herein shall not exceed sixty (60) working days, and such pay shall not be charged against annual sick leave. The Company may require a certificate from a doctor designated by the Company and other evidence of disability satisfactory to the Company prior to making such payments. Such disability payments for extra operators and maintenance employees shall be computed on the basis of eight (8) hours a day but no more than forty (40) hours a week. When an employee has received his/her full pay, the company will be reimbursed for that portion of compensation paid to the employee for the first full week of disability for which the employee was also paid Worker's Comp.

SECTION 8: It is understood and agreed that regular attendance is a primary responsibility of all employees. Employees unable to attend work regularly, either due to extended long-term illnesses or injuries, or due to a series of short-term absences or a

combination thereof, shall be subject to an evaluation of their overall performances. Discipline may occur based on reviews under this Article.

SECTION 9: Employees on absences not receiving pay from the Company must pay their share of medical insurance payments to the Company in order to avoid cancellation of insurance. The Company will only continue to pay its share if the employee's payment is received.

SECTION 10: Employees leaving the services of the Company upon retirement after thirty (30) or more years of continuous service, shall be paid 100 % of their banked sick leave; after twenty-five (25) or more years of continuous service, shall be paid 75% of their banked sick leave; after twenty (20) years of continuous service or more shall be paid 50% of their banked sick leave.

### Article 19 Vacations

SECTION 1: During an employee's first four (4) years of seniority only, for any calendar year in which the employee is credited with 1,500 or more work hours, the employee will receive his/her full vacation. An employee credited with less than 1,500 work hours in a calendar year will be credited with 6.66 vacation hours per month, provided the employee completes 125 hours worked in that month. If an employee completes less than 125 hours, but at least 83 hours, the employee will accrue 3.33 hours for the month. Vacation time earned less than 8 hours will be paid for separately at the employee's regular rate of pay. Vacation accrual beyond four (4) years of seniority shall not be pro-rated. Vacation time earned in any calendar year will be bid during the November sign up.

In the following vacation plateaus, it is understood the increased week of vacation time will be effective in the year of the employee's anniversary date.

After five (5) consecutive years of employment with the Company, each employee will be granted three (3) weeks vacation with pay.

After ten (10) consecutive years of employment with the Company, each employee will be granted four (4) weeks vacation with pay.

After twenty (20) consecutive years of employment with the Company, each employee will be granted five (5) weeks vacation with pay.

After thirty (30) consecutive years of employment with the Company, each employee will be granted six (6) weeks vacation with pay.

Employees with four (4) or more weeks of vacation shall be allowed to designate one (1) week of vacation to be taken one (1) day at a time, provided such designation is made at the time of the vacation bid. Employees shall request such vacation days at least seven

(7) days in advance and the Company shall notify the employee of the granting of such days no less than four (4) days prior to the date requested. Vacation days not used shall be paid in the first (1<sup>st</sup>) pay period in December.

In the event any employee leaves the employment of the Company before he receives his vacation or before he earns the maximum vacation, he will receive pay for whatever part of such vacation to which he may be entitled. Those employees terminated for just cause, or ineligible for rehire, shall forfeit their accrued vacation pay.

If an employee expires, his/her beneficiary shall be entitled to and will receive employee's accrued vacation pay.

Vacation pay for a regular operator shall be at his regular rate for the number of hours he would have worked on his assigned run during the period with a minimum of 40 hours guarantee.

Vacation pay for an extra board operator who is not assigned to a regular run and maintenance employees shall be at his regular rate for eight (8) hours per day (i.e., extra board, six (6) days; maintenance, five (5) days).

In computing the minimum hours worked to qualify for vacation, sick pay hours paid under Article 18 will be considered as hours worked.

Article 20  
Holidays

SECTION 1: All employees are entitled to be paid for the following holidays, except as provided for in Section 3 of this Article:

- |                               |                           |
|-------------------------------|---------------------------|
| New Year's Day                | Labor Day                 |
| Christmas Day                 | Thanksgiving Day          |
| Memorial Day                  | Independence Day          |
| Birthday                      | Two (2) Floating Holidays |
| Martin Luther King's Birthday |                           |

Any employee who works on Easter Sunday shall be paid for the time actually worked at their hourly rate of pay plus 8 hours holiday pay.

Holiday pay for eligible employees shall be eight (8) hours or ten (10) hours, as outlined herein.

Employees who are working an assignment of four (4) work days of ten (10) hours per day who are not scheduled to work on a holiday shall be paid holiday pay of eight (8) hours. Employees on a four (4) day-ten (10) hours per day assignment who are scheduled to work and who do not work because of reduced or no service shall be paid ten (10)

hours holiday pay. Employees on a four day-ten hour per day work week who are scheduled to work, but who do not work because of reduced or no service and either volunteer to work or through the exercise of seniority, are forced to work, shall be paid ten (10) hours holiday pay in addition to all hours worked.

SECTION 2: Any employee who is required to work on the day on which a holiday is observed shall be paid for the time actually worked at one and one half (1 1/2) times their hourly rate of pay and shall also be entitled to the holiday pay provided for in Section 1 of this Article.

SECTION 3: An employee who is scheduled to work on the day on which the holiday is observed and for any reason fails to perform the work shall not be entitled to holiday pay. Employees on sick leave, leave of absence, lay-off status, or military service are not eligible for holiday benefits or pay.

SECTION 4: If a holiday as specified in this Agreement occurs on a scheduled workday during the vacation of an employee, the employee shall be granted an additional day's pay in lieu of such holiday.

SECTION 5: An employee must have nine (9) full calendar months of service to be eligible for floating holidays.

SECTION 6: An employee desiring to take a floating holiday off shall give the Company a minimum of two (2) working days notice, in writing, stating the day desired. The Company shall in turn give the employee one (1) working days notice confirming or disapproving his request for a floating holiday. The number of employees selecting a floating holiday at one time shall be limited, subject to the ability of the Company to maintain normal operations. In the event of a conflict in the selection of a floating holiday, seniority will prevail.

SECTION 7: Employees who retire, resign, or otherwise leave the service of the Company shall be eligible for payment for any unused floating holidays.

## Article 21

### Group Insurance and Life Insurance

SECTION 1: Employees covered by this Agreement shall receive a group insurance plan by an insurance provider selected by the Company and the Union.

SECTION 2: **Effective January 1, 2015** the Company agrees to contribute up to \$670.00 per month per employee towards the medical-related insurance premium for each employee who enrolls in the group insurance program **for single coverage, \$800 per month per employee towards employee plus spouse and employee plus children coverage, and \$1,200 per month per employee towards family coverage. ~~employee plus spouse and employee and child. The company shall pay a total of \$946.00 per month towards Family coverage.~~**

The company shall maintain the current level of coverage **through June 30, 2017**.

In the event the parties determine it is necessary to change carriers, the present level of coverage including but not limited to, deductible, co-payments, hospitalization and doctor's visits shall not be changed without prior agreement with the Union.

The Company will pay for the cost of \$40,000 of Life Insurance coverage to eligible active employees.

SECTION 3: The Company agrees to provide each employee with a \$100,000 felonious assault insurance coverage.

Article 22  
Personnel Records

SECTION 1: The Company will maintain a separate personnel record for each and every employee and the employee will be permitted to examine his own personnel record at any reasonable time, mutually agreed to by the employee and the Company, in the presence of his supervisor. If requested by the employee, an official of the Union may be present at such examination.

Article 23  
Promotional Opportunities

SECTION 1: In order to afford equal opportunities to all employees for openings that may occur within the Company, the Company shall, subsequent to bidding within the department involved, post notices Company wide advertising any opening which may occur. Such notices shall identify the classification that is open and the minimum requirements necessary to qualify. Any employee wishing to bid on such opening shall make application to the Human Resources Director within five (5) days from date of posting. Qualifications being sufficient, such openings shall be awarded according to Company seniority.

SECTION 2: Employees transferring from one department to another, as vacancies occur, shall retain but not accumulate their classification seniority.

SECTION 3: Promotions of employees will be made from class to class as positions in higher classes are available and as employees qualify for same, but it is understood that employees, although qualified for higher classifications, will not be moved up until positions in higher classifications are available. Other qualifications being equal, vacancies in higher classifications and new jobs will be filled on the basis of seniority.

SECTION 4: In order to afford equal opportunities to all employees for openings in higher classifications, the Company shall post notices advertising the classification that is open. Any employee wishing to advance from one classification to another must make application in writing to the Human Resources Department within five (5) days after posting.

SECTION 5: Any employee appointed by the Company to serve on the Company's staff, in a position outside the bargaining unit, shall be allowed to return to their original position and seniority standing should the employee return within sixty (60) working days from the effective date of the appointment.

Article 24  
Discrimination

SECTION 1: The Company and the Union agree not to discriminate against any employee with respect to, by not limited to, the following employment practices: compensation, promotion, demotion, terms or conditions of employment because of such individual's race, color, age, sex, religion, national origin, handicapped status, or veteran status. Nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, age, sex, religion, national origin, handicapped status or veteran status.

SECTION 2: Employees alleging denial of the aforesaid opportunities shall have the right to file a discrimination complaint under the Company's discrimination complaint procedure.

Article 25  
Pension

SECTION 1: Company and employee contributions to pension fund established as agreed upon and currently in effect shall be Six Percent of gross wages.

SECTION 2: Employees presently on retirement under the provisions of this plan shall continue to receive the same amount of monthly payments as being paid during calendar year 1989. Future retirement or pension payments shall be based solely on the terms of the pension plan.

SECTION 3: Participation in the pension plan shall be mandatory for full time employees. Any part time employees who are scheduled to work or actually work over 1,000 hours during a calendar year or who's participation is otherwise required shall be enrolled in the pension plan. Participation in the pension plan shall commence upon employee's completion of probationary period.

SECTION 4: The company will pay for all Union officials' lost time including retirement and social security and invoice ATU local 1328 for said amount. The Union

will then, within five (5) days after invoice date, reimburse the Company the amount paid, with the five (5) days to exclude Saturdays, Sundays and holidays.

Article 26  
Service Cancellation

SECTION 1: If service is cancelled due to adverse weather conditions, meaning conditions beyond the Company's control, and employees are not notified one (1) hour in advance of their show up time, and they report to work on time, they will be paid not less than four (4) hours or the actual time worked. If they have completed five (5) hours of their assignment, they will be paid their full assignment.

Article 27  
Emergency Working Conditions

SECTION 1: Supervisory employees shall not be permitted to do any work performed by employees covered by this Agreement, with the exception of emergency conditions when no bargaining unit operator is available or when the North Carolina State Fair is in progress.

SECTION 2: The Company will make every effort to relieve the supervisor with a bus operator as soon as possible.

SECTION 3: Seniority callout provisions shall not apply during the duration of the North Carolina State Fair.

Article 28  
Absences from work

SECTION 1: A Late Report is recorded if an employee fails to report for work more than one (1) minute past their scheduled report time. Bus Operators will lose their scheduled work for that day with no guarantee and will work at the foot of the extra board. Two late reports will equal one (1) Miss-out.

SECTION 2: A Miss-out is recorded if an employee fails to report for work more than ten (10) minutes past their scheduled report and shall result in the following disciplinary action: Bus Operators will lose their scheduled work for that day with no guarantee and will work at the foot of the extra board.

- 1st Miss-out - Written notice and one (1) day at the Bottom of the Extra Board
- 2nd Miss-out - Written notice and one (1) day at the Bottom of the Extra Board
- 3rd Miss-out - Written notice and one (1) day at the Bottom of the Extra Board
- 4th Miss-out - Written reprimand and two (2) days at the Bottom of the Extra Board
- 5th Miss-out - Written reprimand and two (2) days at the Bottom of the Extra Board
- 6th Miss-out - Written reprimand and two (2) days at the Bottom of the Extra Board

7th Miss-out - Three (3) day suspension without pay and written notice that discipline, up to and including termination, may occur upon the eight (8) miss-out.

A bus operator is automatically placed at the bottom of the extra board on the day a late report or miss-out occurs and shall receive no guarantee on any day served at the bottom of the extra board. On the days so designated on the foot of the extra board, bus operators must complete all assignments or serve the following day at the foot of the extra board.

SECTION 3: An unexcused absence is recorded if an employee fails to report for work more than (30) minutes past the employee's scheduled report time and shall result in the following disciplinary actions:

1<sup>st</sup> Unexcused Absence -Written counseling.

2<sup>nd</sup> Unexcused Absence – One (1) day suspension and a written reprimand

3<sup>rd</sup> Unexcused Absence – Two (2) days suspension and a written reprimand indicating that termination may occur upon the 4<sup>th</sup> Unexcused Absence

4<sup>th</sup> Unexcused Absence – Discipline up to and including termination.

SECTION 4: Suspensions from work without pay as provided for in Sections 2 and 3 of this article may or may not, at the discretion of the company, begin on the day of the applicable violation, but such suspensions shall be consecutive work days and shall begin no later than the tenth (10<sup>th</sup>) work day the employee is scheduled to work following the day of the violation.

SECTION 5: Late Reports, Miss-outs and Unexcused Absences shall be accumulated on a cumulative twelve (12) month period. Should an employee who has been charged in any category report 60 days without further accumulation in that category, the violation bearing the oldest date in that category will be removed from their accumulation and not be considered for disciplinary action under this Article 28.

SECTION 6: Consideration will be given to waiving miss-outs and unexcused absences created by serious extenuating circumstances beyond the employee's control which can be documented or verified at the time of the occurrence (e.g., employee involved in an automobile accident on the way to work, employee's child requires emergency medical treatment as employee is ready to leave for work, etc.).

## PROVISIONS RELATING TO OPERATORS

### Article 29

#### Seniority

SECTION 1: The seniority of operators employed after the effective date of this Agreement shall date from the hour and day that they first report ready for duty as an operator after completing training.

SECTION 2: If two or more operators begin such duty the same day/date, seniority will be determined in accordance with the flip of a coin.

SECTION 3: The seniority of bus operators known as CAT operators, and van operators known as CONNECTOR operators, shall be “dove-tailed” effective with the effective date of the General Bid following 5 months after ratification of this agreement. All operators shall be combined into one (1) seniority, based on date of hire with the Company.

Within two (2) weeks following ratification of this Agreement, the Company shall begin cross-training of all operators. The cross-training of operators shall be completed, and the seniority roster merged prior to the General bid following 5 months after ratification.

### Article 30

#### Reduction in Personnel/Re-employment

SECTION 1: It is agreed that when operators are laid off due to reduced service, the last operator hired shall be the first one laid off and so on down the list. When operators are again needed, the operator laid off during the previous twenty-four (24) month period shall be offered re-employment in accordance with their length of previous service with the Company, provided they can pass a Company physical examination and have a valid driver’s license, as required.

When employees are laid off due to reduction in service, such employees shall retain for a period of two (2) years the seniority which they held at the time they were laid off, provided they advise the General Manager in writing of their desire to be re-employed, giving him the address at which they may be notified. If a former employee is notified in person or by Certified Mail return receipt requested, at his last known address to return to work and fails to notify the Company within ten (10) days thereafter of his desire to qualify, and fails to report for duty within twenty (20) days from the original date of such notice, he shall lose his seniority and the Company will be relieved of any obligation to again offer him re-employment.

When an employee is furloughed by the Company due to reduction in forces he shall be given two (2) weeks notice of furlough, or failing such notice or any part thereof, he shall be paid for said two weeks period or the part thereof for which he was not notified; provided that such two weeks notice or pay shall not apply to discharges or suspensions for cause or for Leave of Absence or resignations requested by the employees, or employees accepting retirement.

Employees furloughed may, rather than suffer such furlough, exercise such retained seniority in their former classification. Employees exercising such seniority shall, when recalled from furlough, return to the classification from which furloughed or shall be considered as having terminated from the Company and shall be removed from the seniority roster.

Article 31  
Preparation and Travel Time and Pay Allowance

SECTION 1: On each regular run and on each extra, except charter extras, the operator shall be required to report to headquarters before the scheduled starting time to prepare for the run or extra and will be allowed fifteen (15) minutes for reporting and making such preparations; in the case of a charter extra, the time allowed will be ten (10) minutes where no fares are collected by the operator, or fifteen (15) minutes where fares are collected from individual passengers by the operator.

On regular runs where operators relieve another operator at Moore Square Station or on route, the operator will receive ten (10) minutes preparatory time which includes a Walk Around Inspection. Operators will be allowed ~~fifteen~~ **five (15)** minutes travel time to and from Moore Square Station or ten (10) minutes if required to go by the Post Office on Martin St.

SECTION 2: The Company, the Union, and its Members agree that the time required for making reports and for traveling from points of relief to headquarters will vary from day to day and will vary between operators. The parties shall meet and establish time allowances for traveling between points of relief and the garage.

SECTION 3: All operators on a regular straight run will be granted meal relief with pay. The time and place of such meal relief shall be determined by the Company and will be a minimum of (30) minutes.

SECTION 4: Operators shall be paid one dollar (\$1.00) per hour over and above their regular wage while training new operators.

Article 32  
Assignment of Runs

SECTION 1: The selection of runs, days off, and vacations will be posted and picked in seniority order by each bus operator. The selections of vacations shall occur during the last two (2) weeks of November of each year of the contract. Posting of work will be made a minimum of three (3) times per year during the months of April, August, and December. The company reserves the right to post and bid runs more often if necessary. New run assignments shall become effective on the first day of the first pay period in the month immediately following the month in which the run selection is completed.

All runs, days off, and extra board positions will be offered for bid per Article 32 of this agreement. All positions will be posted for inspection at least ten (10) working days prior to the beginning of the bid. Each employee will be assigned a specific date and time, according to seniority, in which to bid. Bidding for work assignments will commence on

the eleventh (11th) working day following the posting of the run package at 8:00 a.m. and continuing until 8:00 p.m. daily until all run assignments have been made. Each employee will be allotted thirty (30) minutes to bid and all bids will be signed, dated and considered final. Necessary corrections to posted bid will not be cause for additional posting.

Employees may use the following methods to bid on run assignments:

1. Appearing at their assigned date and time and signing the posted run bid.
2. Submitting in advance a written bid with sufficient bid selections in order of preference to insure a successful bid.
3. Notifying Dispatch in writing that a designated Union official has authority to make a selection for that employee. Such notification shall be in writing, signed and dated by the employee.

Employees failing to bid as scheduled will have temporarily forfeited their right to bid but will be allowed to bid immediately upon request. They will not, however, be allowed to bid on assignments already selected.

SECTION 2: When it is known that a bid assignment will be or has been vacated for twenty (20) consecutive work days, that assignment and all assignments held by less senior bus operators shall be posted for two (2) days review. On the third (3rd) day following the posting, a running bump will begin. Vacancy bids shall become effective on Sunday of the first pay period following the close of bidding.

In the event a regular assignment is left vacant at the close of bidding, the vacant regular assignment shall be assigned to the least senior extra board operator.

Only one bidding process, either a vacancy or re-entry bid, may take place at any one time. At no time shall multiple bidding occur.

All vacancies of less than twenty (20) work days shall be covered by the extra board. If an employee returns to work from an absence of less than twenty (20) work days, the returning employee shall resume the run he-she temporarily vacated.

When operators return to active duty after an absence of more than twenty (20) work days, they will be allowed to exercise their seniority on any assignment that has been posted and bid during their absence by giving the Company twenty-four (24) hours prior to notice of the date they will return and the assignment they desire to bump. The Company will post all assignments held by operators with less seniority than the operator bumped by the returning operator and a running bump will begin. Operators who report for work without being notified they have been bumped will work the extra board from date of return until the Sunday following date of return. Such operators shall be

guaranteed eight (8) hours per day for each day on the extra board provided the operator makes all required reports.

When new operators are hired and have completed training, that number of extra board positions will be run off.

Vacancy bids will not held if the vacancy occurs less than thirty (30) days prior to the posting of a general run selection.

SECTION 3: When a new run is established it will be posted and bid in accordance with the bidding procedures for a run selection as outlined in Section 1 of the Article. Bids for new runs shall become effective on Sunday of the first pay period following the close of bidding.

SECTION 4: Upon request the parties to this agreement shall meet, review and make comments on new run cuts before posting.

### Article 33 Runs - Day off - Bus Operators

SECTION 1: A regular run shall pay a minimum of eight (8) hours or ten (10) hours. This is based upon a forty (40) hour week. Any regular operator required to report more than twice a day shall be paid straight through between the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) reporting.

SECTION 2: A regular split run of eight (8) hours pay time shall be completed in twelve (12) hours spread time. A regular split run of ten (10) hours pay time shall be completed in thirteen (13) hours spread time. Any run exceeding the spread time here-in provided for shall be paid at the rate of time and one half the regular hourly rate for that time past the spread. Split runs exceeding one (1) hour split time shall not be subject to the meal allowance provision elsewhere provided for.

SECTION 3: Operators required to work on his day or days off shall be paid at one and one-half times his regular hourly wage rate and shall be guaranteed a minimum of two (2) hours. All hours worked by an operator in excess of forty (40) hours per week, shall be paid for at one and one-half times his regular hourly wage rate.

SECTION 4: The Extra Board shall be rotating board. All extra work available at reporting time will be posted and said extra work shall rotate from the board. Extra operators will not normally be required to report more than twice per day. Extra operators who are required to report more than twice per day shall be paid straight through between the second and third report period, not to exceed two (2) hours at straight time rate for the intervening time.

SECTION 5: Any extra operator who is required to report at regular reporting time as “show-up” operator will be paid for standing-by from the regular reporting time until he is assigned a run or released from duty. Also, any operator who is called for a run and there is no bus available for the run will be paid for standing-by from the time he is required to report until he is assigned a run or released from duty. Each extra operator who reports twice per day, six days per week, during any bi-weekly pay period, will be guaranteed a minimum of eighty (80) hours pay at his regular hourly wage rate for that period. In the event any extra operator fails to report as required, or declines to accept any work available, his guarantee for the bi-weekly pay period will be proportionately reduced.

Extra board operators who work a vacation hold-down during any portion of a bi-weekly pay period and who satisfy the requirements for the remainder of bi-weekly pay period shall be guaranteed a minimum of eighty (80) hours for the pay period.

SECTION 6: Regular operators will not be called for extra work when extra operators are available, except in cases of emergency. If regular operators are required to perform extra work within one (1) hour after completion or before starting their regular assignment, they will be paid straight through up to sixty (60) minutes at the straight time basic rates. If the above sixty (60) minutes does not apply, the regular operator will be paid for all time worked at time and one-half, but in no event less than two (2) hours pay at the regular straight time basic rate.

SECTION 7: When the regular extra board has all been posted on runs and there are still runs to be covered, the runs will be offered first (by seniority) to “day off” operators. If the positions to be posted are only “show up” positions, these will be offered first (by seniority) to “late straight” operators. However, in the event the position to be covered is a “show up” position and the “off day” man has more seniority than the “late straight” man, seniority will prevail.

SECTION 8: Operators shall not be required to take time off or change their days off or their shift, in order that payment of overtime may be avoided.

In emergency situations, such as adverse weather conditions, the starting and/or ending time of an operator’s shift may be changed.

SECTION 9: Extra board operating procedures not provided herein shall be jointly established by representatives of the company and the Executive Committee. The established rules will be posted.

SECTION 10: All operators shall be allowed the option to take eight (8) hours off duty between the last daily assignment ending time and the next consecutive report time. Notwithstanding the employees’ option to take eight (8) hours off duty, it is the intent of this provision to ensure that all operators receive proper rest and are fit for duty.

Article 34  
Minimum Pay for Extra Work

SECTION 1: Bus operators shall be paid for not less than two (2) hours at the prevailing wage scale when such operators are called and put into service. Operators who are called for work and report to work for extra work but do not get work shall receive two (2) hours pay. The minimums herein described shall not apply to extra work occurring immediately preceding or following their regularly assigned work; the pay for this work shall be actual time worked. If regular operators are required to perform extra work within one (1) hour after completion or before starting their regular assignment, they will be paid straight through up to sixty (60) minutes at the regular straight time basic rates.

SECTION 2: In order to be eligible for the guaranteed minimum specified in Section 1 of this Article, immediately, any so affected operator must report ready for duty; i.e., in uniform and otherwise unrestricted to perform the assignment.

Article 35  
Overtime - Bus Operators

SECTION 1: A regular run shall be a minimum of eight (8) or ten (10) hours.

All hours worked by an operator on his day or days off shall be paid at one and one-half times his regular hourly wage rate.

All hours worked by an operator in excess of the regular daily runs shall be paid for at one and one-half times his regular hourly wage rate provided the operator has completed 40 hours during the work week. Holiday pay shall be counted as time worked for the purpose of computing forty (40) hours worked in a workweek.

Any operator who is called in to work on his day off will be paid time and one-half for all hours worked, but in any event not less than two (2) hours at time and one-half.

Extra work will be assigned in the following order:

1. Extra Board Operators
2. Regular Operators
  - (a) Pieces of work less than a complete run will be assigned in accordance with the procedures outlined in Article 33, Section 7.

- (b) Complete runs will be assigned first to regular operators on off day, in accordance with the overtime procedures in this Article.

Article 36

Wage Rates and Classifications - Bus Operators

SECTION 1: Coach Operator - The straight time hourly rate of pay for bus operators operating heavy duty equipment covered by this Agreement shall be as follows:

<b>EFFECTIVE:</b>	<b>7/1/14</b>	<b>7/1/15</b>	<b>7/1/16</b>
<b>Hire</b>	<b>\$13.25</b>		
<b>6 Months</b>	<b>\$13.91</b>		
<b>12 Months</b>	<b>\$14.61</b>		
<b>24 Months</b>	<b>\$16.41</b>		
<b>36 Months</b>	<b>\$18.44</b>		
<b>48 Months</b>	<b>\$21.27</b>	<b>\$21.48</b>	<b>\$21.70</b>

SECTION 2:

Part time employee will be paid \$11.00 per hour.

It is understood and agreed that no language in this Agreement, regardless of the application or intent of the language in any circumstance, shall be used in any manner whatsoever or in any proceedings or forum to deny or adversely impact the employee rights as outlined in any "13-C" Agreement with Local 1328, Amalgamated Transit Union.

Article 37

Uniforms - Bus Operators

SECTION 1: All operators shall present a neat and clean appearance while on duty and shall wear uniforms as specified by the Company, with the Company retaining the full right to specify and control the type, quality and color of such uniforms. Uniforms so provided shall be Union made whenever reasonably available. The winter weight jacket (police type) shall be an approved uniform item and any accessory approved for wear may be purchased with the uniform allowance. **Effective July 1, 2014 the company agrees to allow the purchase of one dickey per year as part of the uniform allowance.**

SECTION 2: Effective upon ratification, the uniform allowance for employees employed up to 2 years, shall be \$400 per calendar year. If individuals are hired within the first 6 months of the year, they shall receive their second calendar year installment

following their 6 months of employment. Employees who have worked 3 or more years shall receive \$350 per calendar year.

SECTION 3: The Company will furnish up to two (2) cool cushions per calendar year per operator when such operator turns in a worn out cushion.

SECTION 4: Union members shall be allowed to wear a Union patch on the upper left shirt sleeve of the uniform.

SECTION 5: The Union and Company agree that all operators will be in the uniform specified by the Company within one (1) year following any change in the style or specifications of the uniform.

SECTION 6: The Company will pay the cost for a Commercial Driver's license (C.D.L.) upon successful completion of the required examination. An employee that does not renew his/her C.D.L. License in a timely manner may be subject to denial of payments for renewal. Any other subsequent test that requires fees will be the employee's responsibility.

## PROVISIONS RELATING TO MAINTENANCE EMPLOYEES

### Article 38

#### Seniority - Maintenance Employees

SECTION 1: Company seniority for maintenance employees shall be from the date and hour the employee first reports for duty. Department seniority shall be determined by the date of entry into the Maintenance Department. Department seniority shall be observed for the bidding of vacation. If two or more employees are hired the same day/date, seniority will be determined in accordance with the flip of a coin.

SECTION 2: If two or more employees are promoted on the same day or date to the same position, classification seniority for the purpose of bidding work will be determined by the employees Company seniority. Newly promoted employees shall not be given more classification seniority than other employees already in the classification.

SECTION 3: Classification seniority begins the date and hour the employee reports for duty within that given classification. Classification seniority shall prevail only for choosing work shifts and days off.

SECTION 4: Employees moving into a higher classification will be placed in a qualifying period for sixty (60) working days to qualify for the position. The Company's right to disqualify the employee during this period and subsequently return the employee to his former position shall not be questioned.

### Article 39

## Reduction in Personnel/Re-employment

SECTION 1: In the event of reduction of forces in any classification within the Maintenance Department, the junior employee in such classification will be the first to be furloughed. Employees subject to furlough, and if they so desire, may replace any employee with less Company seniority than themselves in any lower classification within the maintenance department rather than suffer such furlough. Any employee in a higher classification, who is bumped to a position in a lower classification, retains and accumulates seniority in the higher classification.

When employees are laid off due to reduction in service, such employees shall retain for a period of two years the seniority which they held at the time they were laid off, provided they advise the General Manager in writing of their desire to be re-employed, giving him the address at which they may be notified. If a former employee is notified in person or by Certified Mail, return receipt requested, at his last known address to return to work ten (10) days thereafter of his desire to qualify, and fails to report for duty within twenty (20) days from the original date of such notice, he shall lose his seniority and the Company will be relieved of any obligation to offer him re-employment.

When an employee is furloughed by the Company due to a reduction in forces he shall be given two (2) weeks notice of furlough, or failing such notice or any part thereof, he shall be paid for said two (2) weeks period or the part thereof for which he was not notified; provided that such two (2) weeks notice or pay shall not apply to discharges or suspensions for cause or for Leave of Absence or resignations requested by the employees, or employees accepting retirement.

Employees furloughed may, rather than suffer such a furlough, exercise such retained seniority in their former classification. Employees exercising such seniority shall, when recalled from furlough, return to the classification from which furloughed or shall be considered as having terminated from the Company and shall be removed from the seniority roster.

### Article 40

#### Classification - Maintenance Employees

SECTION 1: The classifications defined in this Section shall pertain to all vehicles and equipment assigned to the transit property:

A. Leaderman, Mechanic, Utility, Crew Leader and Cleaner Classifications

- (1) Leaderman: A Leaderman is defined as a maintenance employee who has demonstrated exceptional professionalism and technical skills as a Class "A", Class "B" or Class "C" mechanic. In the absence of the shift supervisor, a Class "A" mechanic will take responsibility for shop work under the control of the Director of Maintenance. In the absence of the

shift supervisor, and a Class “A” mechanic, a Class “B” mechanic will take responsibility for shop work under control of the Director of Maintenance. In the absence of a shift supervisor, a Class “A” mechanic and a Class “B” mechanic, a Class “C” mechanic will take responsibility for shop work under the control of the director of Maintenance. A leaderman will not be responsible for administration of the disciplinary program.

- (2) Class “A” Mechanic: A Class “A” Mechanic is defined as a maintenance employee with exceptional skills who is capable of making all diagnostic tests and repairs on or to any vehicle or equipment assigned to the transit property. Such work shall be performed in a highly competent manner and without supervision, and he shall be qualified to accept the responsibility of supervising and training (when assigned) maintenance employees in a lower classification.
- (3) Class “B” Mechanic: A Class “B” Mechanic is defined as a maintenance employee who is capable of making diagnostic tests and any repairs on or to any vehicle or equipment assigned to the transit property with little or no supervision.
- (4) Class “C” Mechanic: A Class “C” Mechanic is defined as a maintenance employee capable of performing any repairs, major or minor, to any vehicle equipment assigned to the transit property with reasonable supervision as needed.
- (5) Crew Leader: A Crew Leader is defined as a knowledgeable and dependable employee. These employees have the ability to receive directions, organize two (2) or more employees to complete specific maintenance tasks, and complete logs, records, and reports to assist the Maintenance Shift Supervisor.
- (6) Service Worker: An employee that must be able to assist in the removal or installation of any and all units on the vehicle and equipment assigned to the transit property, with supervision, and will be able to service vehicles with no supervision. Additionally, the service worker shall be responsible for cleaning the interior and exterior of any vehicle, buildings and grounds and other cleaning duties as required.
- (7) Vehicle Service Technician: A Vehicle Service Technician is defined as a maintenance employee capable of performing minor routine repairs including, but not limited to, bulb replacement, visual brake inspections, check fluid levels, change fluids, check belts, etc. and perform PMIs on any vehicle assigned to the facility.

B. Paint and Body Employee

- (1) A Paint and Body Employee shall be capable of making all types of paint and body repairs, such as accident repair, painting, riveting, panel replacement and repair, window and frame replacement and repair, interior repair, seat repair, dash repair, Frame repair, etc.

Such employee shall be designated as a Paint and Body employee, Class "A", Class "B", or Class "C", depending on the employee's job knowledge and ability, within the following definitions, and subject to the wage provisions for Mechanics of the same class.

- (a) Class "A" Paint and Body Employee: Class "A" Paint and Body Employees shall be capable of performing all duties herein defined, including all types of welding, in a highly competent manner and without supervision.
- (b) Class "B" Paint and Body Employee: Class "B" Paint and Body Employees shall be capable of performing all duties herein defined, including a basic knowledge of welding, with little or no supervision.
- (c) Class "C" Paint and Body Employee: Class "C" Paint and Body Employee shall be capable of performing all duties herein defined with reasonable supervision as needed.
- (2) In those cases where no paint and body work is needed, any employee classified as a Paint and Body Employee shall be required to perform other duties related to the Maintenance Department as directed by the Director of Maintenance or his designee.

(C) Building, Equipment and Grounds Repair Person:

- (1) A Building, Equipment and Grounds Repair Person shall be capable of making all types of repairs, such as electrical repairs, plumbing repairs, carpentry repairs, flooring repairs, fixture repairs, paint and wall repairs, air conditioning repairs, building window repairs, etc.

Such employee shall be designed as a Building, Equipment and Grounds Repair Person, Class "A", Class "B" or Class "C", depending on the employee's job knowledge and ability, within the following definitions, and subject to the wage provisions for Mechanics of the same Class.

- (a) Class "A" Building, Equipment and Grounds Repair Person shall be capable of performing all duties herein defined in a highly competent manner and without supervision.

- (b) Class "B" Building, Equipment and Grounds Repair Person shall be capable of performing all duties herein defined with little or no supervision.
- (c) Class "C" Building, Equipment and Grounds Repair Person shall be capable of performing all duties herein defined with reasonable supervision as needed.
- (2) In those cases where a Building, Equipment and Grounds Repair Person is not needed, any employee classified as a Building, Equipment and Grounds Repair Person shall be required to perform other duties related to the Maintenance Department as directed by the Director of Maintenance or his designee.

SECTION 2: When the Company appoints a full time employee as a Leaderman, said employee will be paid additional compensation of one dollar per hour while so appointed:

When the Company appoints a full time employee as a Crew Leader, said employee will be paid additional compensation of \$0.75 per hour while so appointed:

Article 41  
Assignment of Work

SECTION 1: Seniority and qualifications shall regulate the assignment of work in the Maintenance Department as hereinafter provided.

SECTION 2: General bids will be held at least two (2) times each year, generally once in January and one in June or whenever, in the opinion of the Company, changes in working hours, vacancies and the like require a new assignment. At such a bid, the Company will determine how many of its maintenance employees are needed in each classification on each of its work shifts, after which the maintenance employees will be permitted to choose their work shifts, including the established days off, in accordance with their classification seniority. A regular choose-up shall be posted in an appropriate place for seven (7) working days for viewing before choose up starts.

SECTION 3: It is the general policy of the Company, in accordance with its maintenance needs, to use its maintenance employees on work for which they are best qualified, reserving to the Company the right to judge qualifications and to assign its maintenance employees to such work as the Company may deem necessary.

The maintenance employees will perform all work assignments to the best of their ability and endeavor to acquire all knowledge possible to better enable them to perform their assignments well and efficiently.

The Company shall secure certificates of completion or furnish letter verifying attendance and completion of all classes, courses or training provided by the Company.

Article 42  
Work Day and Day Off

SECTION 1: A work week for full time maintenance employees shall be forty (40) hours per week to consist of five (5) days of eight (8) consecutive hours each or four (4) days of ten (10) consecutive hours each, excluding a lunch period without pay not to exceed one (1) hour. Days off are to run consecutively as much as possible.

SECTION 2: Maintenance employees who work the second and third shifts shall receive additional hourly compensation effective as follows:

Second Shift    \$.60

Third Shift     \$.65

Article 43  
Overtime and Extra Work Assignments

SECTION 1: Maintenance employees shall be paid at the rate of one and one-half (1-1/2) times their regular straight time hourly rate of pay for all time worked in excess of forty (40) hours actually worked in a given week.

SECTION 2: The Company, in every effort to equally distribute overtime within the classification, will offer overtime within the classifications in accordance with the seniority standing of the employees. Overtime rosters will be maintained in the following categories:

- (1) All Utility and Cleaner personnel will be included on the same overtime roster.
- (2) All Mechanics in classifications "A", "B", and "C" will be included on the same overtime roster, with the exception of those in special classifications of Paint and Body and Buildings and Grounds.
- (3) Paint and Body personnel and the Buildings and Grounds person will be included on the same overtime roster.
- (4) Overtime will be offered by seniority to the personnel in the appropriate overtime category list in Section 2 above. Overtime declined will count as time worked for rotation on the overtime list. Personnel will have the right to turn down overtime unless the employee has rotated to the bottom of the list, regardless of seniority level. If all personnel in a particular category turn down overtime, the person on the bottom of the rotating list will be required to fill the overtime.

- (5) Overtime will fall into three categories:
- (A) Planned. Planned overtime is considered overtime for which management has prior knowledge and can schedule personnel to work in advance. Personnel will be notified of planned overtime at least 72 hours in advance.
  - (B) Unplanned. Unplanned overtime is considered to be overtime that management had no prior knowledge of and has no opportunity to pre-plan. Personnel will be notified as soon as the need for unplanned overtime is known.
  - (C) Emergency. Emergency overtime is defined as an unforeseen event that required immediate action. Emergency overtime will be assigned as needed.
  - (D) Mandatory overtime will be limited to the extent possible. If the duration of mandatory overtime exceeds 7 days, every effort will be made to communicate expected duration to affected employee and the union.

SECTION 3: If a maintenance employee is required to work at a time which does not immediately precede or succeed his regularly scheduled hours of work or on his regular day off he shall be paid for a minimum of two (2) hours at the rate applicable thereto under the terms of this Agreement. If the work immediately precedes or succeeds the employee's regularly scheduled hours of work, he shall be paid for the time actually worked at the rate applicable thereto under this Agreement.

SECTION 4: Employees shall not be required to take time off or change their days off, or their shift, in order that payment of overtime may be avoided.

SECTION 5: Holiday pay shall be counted as time worked for the purpose of computing overtime for those employees who were scheduled to work on the holiday.

SECTION 6: In emergency situations, such as adverse weather conditions, the starting and/or ending times of an employee's shift may be changed.

#### Article 44

#### Employee's Equipment - Uniforms

SECTION 1: Effective December 1, 1992, the full cost of mechanics' uniform service as designated by the Company will be paid by the Company. Maintenance employees shall wear the uniform designated by the Company. The number of uniforms shall not exceed five (5) changes per week.

SECTION 2: All mechanics having one (1) full calendar year of service with the Company in the Maintenance Department shall be entitled to a **\$450.00** tool allowance each year for the purchase of tools. Such allowance shall be payable at any time during

the calendar year and in such amounts as requested by the employee with a maximum of 4 reimbursements per year.

Each maintenance employee covered by this agreement shall be entitled to a maximum of **\$250.00** to purchase approved safety shoes once each year. New employees will be permitted to purchase safety shoes prior to assuming their normal duties. The shoe allowance shall be payable at any time during the calendar year when requested by the employee.

Tool allowance and safety shoe allowance shall be paid directly to the tool supplier by the Company and the supplier of the tools and the supplier of the safety shoes are subject to the approval of the Company.

SECTION 3: Each mechanic shall be required to have all tools on the tool list prepared by the Company for the individual employee's classification within six (6) months

following the execution of this Agreement. Failure to do so may result in counseling in mutual efforts to ensure the employee's tools meet requirements.

SECTION 4: The shop shall be properly ventilated and heated.

SECTION 5: Each maintenance employee will be issued one set of foul weather gear one time during the term of this Agreement.

Article 45  
Wage Rates - Maintenance Employees

SECTION 1: The straight time hourly rate of pay for maintenance employees shall be as follows:

EFFECTIVE	<u>7/1/14</u>	<u>7/1/15</u>	<u>7/1/16</u>
Class "A" Mechanic	<b>\$23.99</b>	<b>\$24.23</b>	<b>\$24.47</b>

Class "B" Mechanic			
<b>Hire</b>	<b>\$18.50</b>		
<b>6 months</b>	<b>\$19.50</b>		
<b>12 Months</b>	<b>\$21.70</b>	<b>\$21.92</b>	<b>\$22.14</b>

Class "C" Mechanic			
<b>Hire</b>	<b>\$15.00</b>		
<b>6 Months</b>	<b>\$15.90</b>		
<b>12 Months</b>	<b>\$16.80</b>		
<b>24 Months</b>	<b>\$20.04</b>	<b>\$20.24</b>	<b>\$20.44</b>

EFFECTIVE	<u>7/1/14</u>	<u>7/1/15</u>	<u>7/1/16</u>
Service Workers			
<b>Hire</b>	<b>\$12.65</b>		
<b>6 Months</b>	<b>\$13.60</b>		
<b>12 Months</b>	<b>\$14.55</b>		
<b>24 Months</b>	<b>\$17.35</b>	<b>\$17.53</b>	<b>\$17.70</b>

Vehicle Service Technician			
<b>Hire</b>	<b>\$13.10</b>		
<b>6 Months</b>	<b>\$14.05</b>		
<b>12 Months</b>	<b>\$15.00</b>		
<b>24 Months</b>	<b>\$17.73</b>	<b>\$17.90</b>	<b>\$18.08</b>

SECTION 2: Upon graduation or receipt of certification by an accredited organization, as approved by the company, in the areas of Engine, Transmission, Electrical, Heating and Air Conditioning, the company will compensate the mechanic (A, B or C) by that mechanics hourly rate as follows:

System Certification	Additional hourly Proficiency Wages
Engine	+ \$0.55 per hour
Transmission	+ \$0.55 per hour
Electrical	+ \$0.55 per hour
Heating & Air Conditioning	+ \$0.55 per hour
PMI	+ \$0.35 per hour
Welding	+ \$0.35 per hour
<b>Brakes</b>	<b>+ \$0.35 per hour</b>

#### CONCLUDING PROVISIONS

##### Article 46 Severability

SECTION 1: This Agreement shall be subject in all respects to all present and future applicable laws, statutes, ordinances, and regulations of the United States of America, the State of North Carolina, and the City of Raleigh. In the event any part of this Agreement or any provisions herein contained become null and void, the remaining portion shall remain in full force and effect.

##### Article 47 Duration of Agreement

SECTION 1: This Agreement and the provisions herein shall continue in full force and effect from **July 1, 2014 through June 30, 2017**, and shall continue in full force and effect thereafter until modified by mutual consent or until terminated by the giving of notice as hereinafter provided.

Either party desiring to amend or modify this Agreement at or after the expiration of its original term shall give to the other party a notice of not less than sixty (60) days and not more than ninety (90) days prior to the expiration of the said term or of any renewal thereof. Either party may terminate this Agreement at or after the expiration of its original term by giving the other party sixty (60) day written notice of such termination.

Execution of Agreement

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and signed by the duly authorized officers and representatives this

\_\_\_\_\_ day of \_\_\_\_\_ **2014.**

Veolia Transportation Services Inc

Local No. 1328 of

Amalgamated Transit Union

Capital Area Transit, Raleigh, NC

By \_\_\_\_\_  
R. Scott McClellan  
General Manager

By \_\_\_\_\_  
Terrence Dewberry  
President

By \_\_\_\_\_  
David Cunningham  
Director of Maintenance

By \_\_\_\_\_  
Sherita McCullers  
Vice President

By \_\_\_\_\_  
Stanley Grant  
Director of Operations

By \_\_\_\_\_  
Donald Holloman  
Treasurer