



THE CITY OF COLORADO SPRINGS

REQUEST FOR PROPOSAL

Services

R23-157 PB

Date Issued: 12/20/2023

ADA COMPLEMENTARY PARATRANSIT SERVICES

THE CITY OF COLORADO SPRINGS

Fully or partially funded by federal grant

The City of Colorado Springs requests Firm Fixed Price (FFP) proposals, as detailed in this Request for Proposal (RFP), for ADA Complementary Paratransit Services.

This RFP is posted to Rocky Mountain E-Purchasing BidNet Direct and the City of Colorado Springs' Procurement Services Website.

It is available for all vendors free of charge, following free registration, at the Rocky Mountain E-Purchasing BidNet Direct website.

SUBMITTALS FOR THIS PROJECT WILL BE ACCEPTED ON THE ROCKY MOUNTAIN E-PURCHASING BIDNET DIRECT PLATFORM.

Please login to following website to register (Free Registration) to submit a bid for this project. All required documents will be uploaded to the website.

<https://bidnetdirect.com/>

BIDNET Support

800-835-4603

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SECTION I – PROPOSAL INFORMATION

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on BidNet (www.bidnetdirect.com). All addenda or amendments shall be issues through BidNet and may not be available through any other source.

1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

| <u>Event</u> | <u>Date</u> |
|----------------------------|----------------------|
| Issue Request for Proposal | 12/20/2023 |
| Pre-Proposal Conference | 01/04/2024 10 AM MST |

We will hold a pre-proposal conference via Microsoft Teams. This meeting is not mandatory. However all Offerors are encouraged to attend. If you would like an invitation to attend the meeting, please send a request at least 24 hours in advance to TransitContracting@coloradosprings.gov.

| | |
|----------------------------|---------------------|
| Cut Off Date for Questions | 01/09/2024 5 PM MST |
|----------------------------|---------------------|

Questions about the RFP must be submitted electronically with BidNet or directed to Patty Bailey, at the following email address:
TransitContracting@coloradosprings.gov.

A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than Date.

DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS REGARDING THIS SOLICITATION.

The only acceptable method of submitting questions is by email to the Contracting Specialist. Faxes or physical mail delivery are not acceptable.

| | |
|----------------------------|---------------------|
| Proposal Due Date | 01/24/2024 5 PM MST |
| Interviews (if applicable) | TBD |
| Award of Contract | TBD |
| Notice to Proceed | TBD |

1.2 SUBMISSION OF PROPOSALS

Proposals are to be submitted electronically on the BidNet Website (www.bidnetdirect.com). Please review the submission requirements well in advance of submission date and time; and allow for ample time to upload each required document.

It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible to ensure their bid documents are uploaded and submitted correctly, and that a confirmation number is obtained upon successful submission.

Customer Support Team for www.bidnetdirect.com can be reached 1-800-835-4603.

1.3 NUMBER OF COPIES

The offerors shall submit two (2) electronic copies on the BidNet Website (www.bidnetdirect.com). One (1) copy of your proposal must be submitted for public viewing and should be marked 'PUBLIC'. The purpose of this copy is to meet the requirements of the Colorado Open Records Act and should not contain your proprietary information.

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term "City" means the City of Colorado Springs.

The term "Contractor" or "Consultant" means the Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in the RFP.

The term "Offer" means the proposal.

The term "Offeror" means the person, firm, or corporation that submits a formal proposal or offer and that may or may not be successful in being awarded the contract.

The term "Project" refers to ADA Complementary Paratransit Services.

The term "Request for Proposal" or "RFP" means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

1.5 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information included in proposals must be legible. Any and all corrections and or erasures must be initialed by Offeror. Each proposal shall be accompanied by a cover letter signed by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term "CONFIDENTIAL" on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any amendments issued to this RFP by returning a signed copy of each amendment issued. Signed copies of each amendment must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all amendments on the BidNet Website (www.bidnetdirect.com). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed to confirm the number of amendments which have been issued.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

1.9 ACCEPTANCE

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers, (b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

1.10 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror’s sole expense and is the Offeror’s total and sole responsibility.

1.11 AWARD

The City of Colorado Springs intends to make one award, using the evaluation criteria listed in this RFP, to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City’s estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

1.12 PERFORMANCE PERIOD

The performance period of any contract awarded as a result of this RFP is anticipated to be as follows.

| PERFORMANCE PERIOD | PERFORMANCE DATE |
|----------------------------|--------------------------|
| START-UP/TRANSITION PERIOD | TBD – 31 AUG 2024 |
| BASE YEAR | 1 SEP 2024 – 31 AUG 2025 |
| OPTION YEAR 1 | 1 SEP 2025 – 31 AUG 2026 |
| OPTION YEAR 2 | 1 SEP 2026 – 31 AUG 2027 |
| OPTION YEAR 3 | 1 SEP 2027 – 31 AUG 2028 |
| OPTION YEAR 4 | 1 SEP 2028 – 31 AUG 2029 |

1.13 DEBRIEFING

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.

A debriefing may be scheduled by contacting the Contracts Specialist listed above. The Contracts Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that the Offeror's offer was not selected.

1.14 SUBSTANTIVE PROPOSALS

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other Offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other Offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

1.15 OFFEROR'S QUALIFICATIONS

Each Offeror must complete Exhibit 6 – Qualification Statement.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

1.16 NON-COLORADO ENTITIES

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. The entity shall also provide the City with a certified copy of the designation of place of business and

appointment of agent for service of process from the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.17 PROCUREMENT RULES AND REGULATIONS

All projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City website www.coloradosprings.gov. The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

1.18 FAIR TREATMENT OF OFFERORS

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

1.19 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- A. Sections I-IV of this Solicitation
- B. Statement of Work
- C. Other Appendices, Schedules, Exhibits, or Attachments

1.20 SALES TAX

The successful Offeror, if awarded a contract, shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable and should be included in all proposals. The tax exempt project number and the exemption certificate only apply to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. In these instances, the purchase or rental is subject to full taxation at the current taxation rate.

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax/page/sales-tax-information>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or SalesTax@coloradosprings.gov.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

1.21 INTERPRETATION OF PLANS AND SPECIFICATIONS

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

1.22 COMBINATION OR CONDITIONAL PROPOSALS

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

1.23 ANTI-COLLUSION AFFIDAVIT

The Offeror by signing their proposal submitted to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the Offeror. The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

SECTION II – PROPOSAL CONTENT

2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.** The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

| | |
|-----------|---|
| Exhibit 1 | Proposal Certification |
| Exhibit 3 | Exceptions |
| Exhibit 4 | Minimum Insurance Requirements |
| Exhibit 6 | Qualification Statement |
| Exhibit 8 | Proposers/Bidder's List Information |
| Exhibit 9 | Federal Transit Administration (FTA) Certifications |

Appendix A Price Sheet

2.2 COVER LETTER

The cover letter shall be no more than three pages. The cover letter shall contain at least the following information.

- A. RFP Number and Project Name.
- B. Statement that the Offeror is qualified to perform the work.
- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.
- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.
- E. The signature of an authorized principal, partner, or officer of the Offeror.

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 1 with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations, and size of firm. Financial stability information (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the City) may be requested during the proposal evaluation and award process.

2.5 PROPOSAL NARRATIVE/TECHNICAL AND MANAGEMENT APPROACH

In the proposal narrative/technical and management approach section, the Offeror should explain what the Offeror will do and how it will perform if awarded a contract.

2.5.1 TECHNICAL AREA

The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.

A. Understanding of and Compliance with Technical Requirements

In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work necessary to complete the project. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions:

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?
2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
4. Does the technical solution seem realistic?
5. Does it generally appear that the Offeror knows and thoroughly understands the business and the RFP requirements?

B. Project Approach

In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish project tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged.

The Offeror must at least address the following areas:

1. Schedule Management. Discuss Offeror's approach to schedule management including updating and reporting progress of the work.
2. Quality Control. Discuss Offeror's quality control plan, processes and approach to ensure that the City receives a quality product.
3. Safety. Discuss Offeror's approach and commitment to safety for its workers, the public, and City employees, if services are accomplished on a City site.
4. Potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?
2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?
3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?

2.5.2 MANAGEMENT AREA

Offeror must explain its method of managing the work to be performed. The content must include, but not necessarily be limited to, the following information.

A. Program Management Controls

In the Management Area, the Offeror should provide:

1. A plan of operation, to include management of personnel, workload, schedule, and budget.
2. An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc.
3. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.

4. A detailed schedule for the project showing the key activities and how they will meet or improve the City's timeframe and maximize efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules should address controls to ensure the project will remain on schedule and on budget. Schedules submitted for this project shall assume a start date of September 1, 2024.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?
2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?
3. Do the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high-quality personnel?
4. Does the proposal explain how the Offeror will address corrective actions in case of delays (e.g. expediting materials, additional resources, etc.)?
5. Does the proposal explain how the Offeror will remain within schedule and budget?

B. Past Performance/Relevant Experience

In the Management Area, the Offeror should provide at least three references or name contracts demonstrating that it successfully provided services/products that are the same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include at least three references or past performance citations?
2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
3. Does the Offeror explain how they were successful on the projects provided as past performance?
4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?

C. Key Personnel

In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. Resumes do not count toward the page limit. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Explain how the key personnel were related to the projects cited as relevant past performance.

1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?
2. Does the Offeror provide resumes for all key personnel, as required by the RFP?
3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?

2.6 PRICE AREA

In the Price Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. If the contract type will be Time and Material (T&M) labor categories, labor rates, separated profit, and estimated material costs must be included in detail.

In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. How does the price compare to the industry competition?
2. If low, is it unrealistically low?
3. If high, is there demonstrated added value for the additional cost?
4. Is the price itemized, so that it is clear how the cost was built? If so, do the costs look appropriate for the task?
5. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors.
6. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.

2.7 PROPOSAL PRESENTATION

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

2.8 EXCEPTIONS

All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

2.9 INSURANCE REQUIREMENTS

All Offerors must complete Exhibit 4, Minimum Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

SECTION III – EVALUATION FACTORS

3.0 EVALUATION AND AWARD

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

3.1 EVALUATION CRITERIA

3.1.1 TECHNICAL AREA – UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS

See Section II – Item 2.5.1A

3.1.2 TECHNICAL AREA – PROJECT APPROACH

See Section II - Item 2.5.1B

3.1.3 MANAGEMENT AREA – PROGRAM MANAGEMENT CONTROLS

See Section II – Item 2.5.2A

3.1.4 MANAGEMENT AREA – PAST PERFORMANCE/RELEVANT EXPERIENCE

See Section II – Item 2.5.2B

3.1.5 MANAGEMENT AREA – KEY PERSONNEL

See Section II – Item 2.5.2C

3.1.6 PRICE/COST AREA – PRICE/COST

See Section II – Item 2.6

3.1.7 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION

See Section II – Item 2.7

3.1.8 EXCEPTIONS AND INSURANCE

See Section II – Items 2.8 and 2.9

3.2 RANKING

A. The order of ranking or importance in the evaluation shall be as follows per grouping:

First: Project Delivery and Approach Area

Second: Qualifications/Relevant Experience Area

Third: Price Area

B. Area Scoring

The score for each area will be determined by adding the area the evaluation factors. The area evaluation factors are as follows:

Project and Delivery Approach Area: 35
Qualifications/Relevant Experience Area: 35
Price Area: 30

3.3 SELECTION COMMITTEE

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable. Those Offerors offering proposals deemed to be acceptable by the City will be evaluated by grouping and scored by grouping by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on all relevant factors and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors at any point in the proposal evaluation process.

3.4 AWARD OF CONTRACT

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price. The City intends to award each grouping to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract or contracts prepared by the City will be finalized and/or negotiated with the successful Offeror(s). In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the successful Offeror(s) will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The successful Offeror may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION IV – RESERVED

SECTION V – EXHIBITS

5.0 EXHIBITS

| | |
|------------|---|
| Exhibit 1 | Proposal Certification |
| Exhibit 2 | Sample Contract |
| Exhibit 3 | Exceptions |
| Exhibit 4 | Minimum Insurance Requirements |
| Exhibit 5 | Statement of Work |
| Exhibit 6 | Qualification Statement |
| Exhibit 7 | Evaluation Scoresheet |
| Exhibit 8 | Proposers/Bidder's List Information |
| Exhibit 9 | Federal Transit Administration (FTA) Clauses and Certifications |
| Exhibit 10 | Liquidated Damages |
| Exhibit 11 | 2023 ADA Fall MMT System Map |
| Exhibit 12 | Equipment Inventory |
| Exhibit 13 | Operations Policies and Procedures Manual (OPS PPM) 2023 |
| Exhibit 14 | Paratransit Fleet Inventory |

EXHIBIT 1 PROPOSAL CERTIFICATION

Check or Mark the space after each number to indicate compliance.

1. _____ Address of Offeror's Principal Place of Business:

Does Offeror have an established office or facility in Colorado Springs?

Yes _____ No _____

If yes, indicate address below if different than Principal Place of Business.

Colorado Springs Facility - Year established _____

Address of Colorado Springs Facility:

Percent of Work to be Performed from Principal Place of Business? _____

Percent of Work to be Performed from Colorado Springs Facility? _____

2. _____ Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes _____ No _____

Your property and liability insurance company is licensed to do business in Colorado:

Yes _____ No _____

Provide the name of your property and liability insurance company here:

Name: _____

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes _____ No _____

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

Yes _____ No _____

3. _____ Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

4. _____ Provide the completed and signed proposal. (Proposals must be identified as specified in this RFP document). All required Exhibits are attached.

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has appointed _____ as the Offeror's representative and contact for all questions or clarifications in regard to this Offeror.

Telephone: (____) _____

Email: _____

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above statements or representations.

(Name of Company)

(Signature)

(Address)

Date

(City, State and Zip)

(Telephone Number)

REPRESENTATIONS AND CERTIFICATIONS

Exhibit 1 Continued

1. INSURANCE REQUIREMENTS

Offeror shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Offeror shall explain variance. Certain endorsements and “additionally insured” statements may require further clarification and specific statements on a project specific basis and should have been described in the Offeror’s proposal.

Initials for 1

2. ETHICS VIOLATIONS

- a) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- b) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City’s Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City’s Procurement Rules and Regulations
- c) When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
- d) The Offeror must disclose with the signing of this proposal, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror’s firm or any of its branches.
- e) In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- f) The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- g) The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
- h) The Offeror agrees to incorporate the substance of this clause (after substituting “Contractor” for “Offeror”) in all subcontracts under this offer.

Initials for 2

3. COOPERATION WITH OTHER CONTRACTORS

Other City activities/contracts may be in progress or start during the performance of this contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

Initials for 3

4. INTERNET USE

Should the Offeror require access to City Internet resources in the performance of this requirement, a "Contractor's Internet Use Agreement" form must be separately signed by each individual having access to the City Network. The completed Contractor's Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contact.

Initials for 4

5. LITIGATION

If awarded a contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Offeror shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

Initials for 5

6. CONTRACTOR'S REGISTRATION INFORMATION

Offeror's firm verifies and states that they are (check all that apply):

- _____ Large Business (i.e. do not qualify as a small business or non-profit)
- _____ Nonprofit
- _____ Small Business
- _____ Minority Owned Business/Small Disadvantaged Business
- _____ Woman Owned Business
- _____ Veteran Owned Business
- _____ Service-Disabled Veteran Owned Business
- _____ HUBZone Business

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website <https://www.sba.gov/content/am-i-small-business-concern>.

Initials for 6

7. CONTRACTOR PERSONNEL

- a) The Offeror shall appoint one of its key personnel as the "Authorized Representative" who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this proposal and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- b) The Authorized Representative shall be the person identified in the Offeror's proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

The individual, _____ (Name)
with position, _____ (Title)
Can be reached at _____
Work telephone number: _____
Home telephone number: _____
Cellular telephone number: _____
E-mail address: _____

Initials for 7

8. OFFEROR'S CERTIFICATION

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Offeror;
- b) He/She has read and agrees to the City's standard terms and conditions attached.
- c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.
- d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.
- e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

Initials for 8

9. OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
 - a. **Are (), Are not ()** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. **Have (), Have not ()**, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
 - c. **Are (), Are not ()** presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

Initials for 9

10. ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY FOR CHANGES

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

Initials for 10

11. CITY CONTRACTOR SAFETY PROGRAM

The Offeror hereby agrees to adhere to a worker safety program for contractor employees on a City job site or location. By initialing below, the Offeror has reviewed the information and will abide by the City Policy which is available for review:

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

Initials for 11

12. ACCEPTANCE OF CITY ENVIRONMENTALLY PREFERRED PURCHASING (EPP) POLICY

The City of Colorado Springs is committed to buying more environmentally preferable goods and services, as long as they meet performance needs, are available within a reasonable time and at a reasonable cost. The Offeror hereby acknowledges review of this policy by initialing below.

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

Initials for 12

13. FRAUD, WASTE, AND ABUSE

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor
P.O. Box 2241
Colorado Springs CO 80901

Or via email FraudHotline@ColoradoSprings.gov. Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

Initials for 13

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principal Place of Business:

Signature of Authorized Representative

Printed Name:

Title:

Date:

EXHIBIT 2 SAMPLE CONTRACT

SERVICES CONTRACT

| | | | |
|--------------------------------|--|-----------------------|---|
| Contract Number: | | Project Name/Title | |
| | | | |
| Vendor/Contractor | | | |
| Contact Name: | | Telephone: | |
| Email Address: | | | |
| Address: | | | |
| Federal Tax ID # | | Please check one: | <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership |
| | | | |
| City Contracting Specialist | | City Rep Dept | Name & Phone# & Department Name |
| NOT TO EXCEED Contract Amount: | | City Account # | Acct Code (5) Fund (3) Dept (4) Project (7) |
| Contract Type: | | Period of Performance | |

1. INTRODUCTION

THIS TYPE CONTRACT ("Contract") is made and entered into this ___ day of _____, 2023 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and _____ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: ADA Complementary Paratransit Services.

The Contractor did on the ___ day of _____, 2023 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract Document
2. Appendix A – Additional Terms and Conditions
3. Appendix B – Contractor's Proposal
4. Appendix C – Statement of Work
5. Appendix D – Project Schedule
6. Appendix E – Insurance Requirements

2. COMPENSATION/CONSIDERATION

THIS FIRM FIXED PRICE CONTRACT is established at firm fixed amount of \$xxxxxxx.

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform Mowing and Landscape Maintenance services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the total contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor.

The parties estimate that performance of this Contract will not exceed the Not to Exceed estimate. The Contractor shall notify the City Contracts Specialist in writing whenever it has reason to believe that the costs the Contractor expects to incur under this Contract in the following 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified herein; or the total cost for the performance of this Contract will be either greater or substantially less than had been previously estimated. As part of the notification, the Contractor shall provide the Contracts Specialist a revised estimate of the total cost of performing this Contract.

The City is not liable for any costs above the Not to Exceed estimate, and the Contractor is not obligated to continue performance under this Contract (including actions under the Termination clause of this Contract) or otherwise incur costs in excess of the Not to Exceed estimate specified herein, until the City Contracts Specialist

Notifies the Contractor in writing that the estimated cost has been increased and provides a revised estimated total not to exceed price of performing this Contract.

3. TERM OF CONTRACT

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The Contract Period of Performance shall be as follows:

| <u>Performance Period</u> | <u>Dates</u> | <u>Price</u> |
|---------------------------|--------------|--------------|
|---------------------------|--------------|--------------|

Base Year:
Option Year One:
Option Year Two:
Option Year Three:
Option Year Four:

Option years may be exercised unilaterally by the City at the City's sole discretion. Pricing for option years shall be as indicated above. The City may elect not to exercise an option at any time before start of an option at no additional cost to the City. Further, the City shall have the unilateral option of extending services beyond the term of the Contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new Contract. Options to extend services shall be

exercised upon written notification (mailed or otherwise furnished) to the Contractor at least fifteen (15) days prior to the expiration date of the Contract, or to extend Contract for up to four additional one year option periods at the City's sole discretion.

The total value of this Contract for all years shall not exceed \$XXXXXXX. The value and current funding is \$XXXXXXX for the base year.

4. INSURANCE

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Appendix E, which includes Property, Liability and Professional Errors and Omissions coverage, and as otherwise listed in Appendix E. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract.

A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.

5. RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.
- B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.

- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. WORK OVERSIGHT

- A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City's delegated Project Manager.
- B. If any of the work or services being performed does not conform with Contract requirements, the City may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.
- C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract requirements, the City may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

- A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.
- B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

8. KEY PERSONNEL

The key personnel listed in the proposal and/or below will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be

obtained by the Contractor from the City's Project Manager. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

9. START AND CONTINUANCE OF WORK

It is further agreed that the Contractor will start work promptly and continue to work diligently until this Contract is completed.

10. APPROPRIATION OF FUNDS

This Contract is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

11. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change

in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

No change, amendment, or modification to this Contract shall be valid unless duly approved and issued in writing by the Mountain Metropolitan Transit Procurement Services Division. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the Mountain Metropolitan Transit Procurement Services Division.

12. ASSIGNMENT

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

13. CHOICE OF LAW

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

14. WORKERS' COMPENSATION INSURANCE

Contractor shall take out and maintain during the Period of Performance, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor

to provide the same coverage for the subcontractor and subcontractor's employees. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

15. INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City. The indemnification obligation shall survive the expiration or termination of this Contract

16. INDEPENDENT CONTRACTOR

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an independent contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The City shall not provide any direction to the Contractor on the work necessary to complete the project. Contractor understands that it is an independent contractor responsible for knowing how to perform all work or tasks necessary to complete project. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

17. APPLICABLE LAW AND LICENSES

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The

Contractor shall qualify for and obtain any required licenses prior to commencement of work.

18. PRIOR AGREEMENTS

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the City. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.

19. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other

protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

20. WAIVERS

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

21. THIRD PARTIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

22. TERMINATION

A. Termination for Convenience.

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates,

summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

- B. Termination for Cause: The occurrence of any one or more of the following events (“Event of Default”) will justify termination for cause:
- i. Contractor’s failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
 - ii. Contractor’s disregard of the laws or regulations of any public body having jurisdiction.
 - iii. Contractor’s disregard of the authority of Project Manager.
 - iv. Contractor’s violation in any material provision of the Contract Documents.
 - v. Contractor’s failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
 - vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.
 - vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor’s interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.
 - viii. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor’s services are being terminated for cause. Upon delivery of the termination notice, City may terminate the

services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor or Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

- C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

23. BOOKS OF ACCOUNT AND AUDITING

The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this Contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

24. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. All persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

25. LABOR

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Project Manager shall have the authority to order the removal from the work of any person, including Contractor's or any subcontractor's employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed on the Project.

In no event shall the City be responsible for overtime pay.

26. GRATUITIES

- A. This Contract may be terminated if the Mayor, the Mayor's designee, and/or the Procurement Services Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or Contractor for the purpose of influencing any decision to grant a City contract or to obtain favorable treatment under any City contract.
- B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

27. NON-DISCRIMINATION

A. In accord with section 24-34-402, C.R.S., Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 as amended, all applicable federal and state laws, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

28. ORDER OF PRECEDENCE

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. This Contract document with its terms and conditions
- B. The Statement of Work
- C. Other Appendices, Attachments, Exhibits, or Schedules

29. HEADINGS

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

30. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract shall be addressed in the following manner:
 - i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
 - ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.

- iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
- iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
- v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.
- vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

31. DELIVERY

The City may cancel this Contract or any portion thereof if delivery is not made when and as specified, time being of the essence in this Contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this Contract.

32. PAYMENTS

All invoices shall be sent to AccountsPayable@coloradosprings.gov by the 10th day of the following month with all supporting documentation and National Transit Database reporting.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

Each invoice must contain at least the following information:

Contract number, issued purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

33.INSPECTION OF SERVICES

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services furnished under this Contract conform to Contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any City inspection and testing required in the Contract's specifications, except for specialized inspections or tests specified to be performed solely by the City.

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.
- C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

34.SECURITY

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

35.TIME IS OF THE ESSENCE

In as much as the Contract concerns a needed or required service, the terms, conditions, and provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. The Contractor shall begin work on the day specified and shall prosecute the work diligently so as to assure completion of the work within the

number of calendar days or date specified, or the date to which the time for completion may have been extended.

36. EMPLOYMENT OF LABOR

The Contractor shall comply with, and defend and hold the City harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, unemployment compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this Contract.

37. SALES TAX

The Contractor must have a tax-exemption certificate from the Colorado Department of Revenue for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable. The tax exempt project number and the exemption certificate only applies to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. Such purchases and rentals are subject to full applicable taxation.

All contracts with subcontractors must include the City of Colorado Springs Sales and Use Tax on the work covered by the Contract, and other taxes as applicable.

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The Contractor shall execute and deliver, and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, ST 16 forms listing all said equipment, materials and supplies and the corresponding use tax due, along with payment for said taxes. Any outstanding taxes due may be withheld from the final payment due the Contractor and may result in suspension of Contractor from bidding on City projects.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax/page/sales-tax-information>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or SalesTax@coloradosprings.gov.

Our Registration Numbers are as follows:

City of Colorado Springs
Federal I.D.: 84-6000573
Federal Excise: A-138557
State Sales Tax: 98-03479

The Contractor's payment or exemption of State of Colorado, El Paso County and City Sales and Use Taxes shall be as specified herein.

38. SEVERABILITY

If any terms, conditions, or provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other terms, conditions, or provisions of this Contract.

39. LIABILITY OF CITY EMPLOYEES

All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City.

40. USE OF CITY NAME OR LOGO

Except as otherwise provided in this Contract, the Contractor shall not refer to this Contract or the City of Colorado Springs in any advertising or promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the City of Colorado Springs, its employees, or its Departments, or is considered by these entities to be superior to other products or services. Any use of the name or logo of the City of Colorado Springs in advertising or promotions must be approved in writing by the City of Colorado Springs Contracts Specialist assigned to the Contract prior to such use.

41. TRAVEL

If travel expenses are included as a line item in this Contract, all travel expenses incurred and billable by the Contractor are subject to City approval. Air travel shall be limited to the round trip "economy coach" fare. Travel from the Colorado Springs Airport is encouraged. Unless there are extenuating circumstances, the Contractor should take advantage of lower airfares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice.

42. ELECTRONIC SIGNATURES

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence and (iii) enforceable in accordance with its terms.

43. APPENDICES

The following Appendices are made a part of this Agreement:

1. Appendix A – Additional Terms and Conditions
2. Appendix B – Contractor's Proposal
3. Appendix C – Statement of Work.
4. Appendix D – Project Schedule
5. Appendix E – Insurance Requirements

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and the year first above written.

This Contract is executed in one (1) original copy.

| | |
|--|------|
| THE CITY OF COLORADO SPRINGS, COLORADO: | |
| Signature | Date |

| |
|-----------------------------|
| SECOND PARTY: |
| SAMPLE CONTRACT ONLY |
| Corporate Name |
| Signature Date |
| Title |

EXHIBIT 3 EXCEPTIONS

Print the words "no exceptions"(here) _____ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: _____

Address: _____
(City, State and Zip Code)

Authorized Signature: _____

Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

EXHIBIT 4 MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

1. Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
2. Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum
3. of \$1,000,000 each accident combined single limit.
4. Excess Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence.
5. Builders Risk or Installation Floater Insurance: Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.
6. Professional Liability Insurance covering any damages caused by an error, omission or any negligent Acts with limits of not less than \$1,000,000 per occurrence and in the aggregate. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.
7. Pollution Legal Liability Insurance shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. Policy limits shall be no less than \$1,000,000 per loss with \$2,000,000 aggregate coverage.
8. Technology Errors and Omissions Liability including Network Security and Privacy Liability not less than \$3,000,000 per loss with a \$3,000,000 aggregate.
 - a. The policy shall provide a waiver of subrogation.
 - b. The insurance shall provide coverage for liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form.

- c. Network Security Liability arising from the unauthorized access to, use of or tampering to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
 - d. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
- Employee Crime Coverage shall include employee dishonesty, forgery or alteration and computer fraud. If
9. _____ Contractor is physically located on CITY premises, third party fidelity coverage extension shall apply.
The policy shall include coverage for all directors, officers, agents and employees of the Contractor. Coverage limit will be not less than \$1,000,000 per loss.
- a. The bond or policy shall include coverage for extended theft and mysterious disappearance.
 - b. The bond or policy shall not contain a condition requiring an arrest and conviction.
10. _____ Liquor Legal Liability Insurance: If the event producer is a business that manufactures, distributes, sells, or serves alcoholic beverages, and intends to serve or sell alcoholic beverages at an event, they must also submit a Certificate of Insurance providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.
- a. If this event producer hires a vendor to serve or sell alcoholic beverages, rather than providing the alcohol themselves, they must submit a Certificate of Insurance from the vendor providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.
 - b. In either case, the minimum acceptable limit of liability per claim and aggregate is \$1,000,000. This requirement applies to the business or group which serves or sells the alcohol.

Except for workers' compensation and employer's liability insurance, the **City of Colorado Springs must be named as an additional insured**. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

All coverage furnished by contractor is primary, and any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

(Name of Company)

(Signature)

(Date)

EXHIBIT 5 – STATEMENT OF WORK FOR ADA COMPLEMENTARY PARATRANSIT SERVICES

PART I: INTRODUCTION

The City of Colorado Springs, d/b/a Mountain Metropolitan Transit (MMT), is seeking a Contractor to operate MMT's ADA Complementary Paratransit Services (Metro Mobility) and Eligibility Determination Program. MMT may be interested in the Contractor providing alternative transportation service options not specific to ADA Complementary Paratransit Service. This service is being included as an Add Alternative under *Part V: Alternative Transportation Service Options*. The successful Contractor will be responsible for providing services to the satisfaction of MMT as described throughout this Statement of Work.

While the terms, "Contractor" and "contract" are used extensively throughout this Statement of Work, this by no means creates a contractual relationship between the Proposer and MMT.

The Contractor will coordinate, manage, and control all necessary program activities, which will include: providing all project personnel, training personnel as necessary, developing administrative procedures, keeping financial records, and developing methods to improve effectiveness and maximize service efficiency.

The Contractor will obtain and provide all required state and local permits and ensure that all vehicle operators are properly licensed for services they are providing. The Contractor will also have all applicable state and local business licenses or obtain same prior to the start of service.

Unless specifically identified as provided by MMT, all facilities, equipment, personnel, and services required in the operation and management of said services will be furnished by the Contractor. If the Contractor believes that additional resources are needed that exceed those items discussed throughout this Statement of Work, then the Contractor will include in its proposal a description of additional resources that are needed and why they are needed.

The Contractor will comply with all MMT requirements and service standards as set forth in this Statement of Work, all provisions set forth in MMT's Operations Policies and Procedures Manual, all provisions set forth in the Americans with Disabilities Act (ADA), and with all other policies and procedures of MMT.

The Contractors will comply with all applicable federal, state, and local laws, ordinances, regulations, and documents as they relate to this Statement of Work

PART II: GENERAL INFORMATION

Start-Up/Transition Plan

Start-Up Plan: Any Contractor, other than the incumbent Contractor, will provide a comprehensive, detailed plan of how all start-up tasks will be completed prior to the commencement of service. The start-up plan will document recruitment and training schedules, and all other necessary activities to successfully implement the services outlined in this Statement of Work.

Transition Plan: The incumbent Contractor will provide a comprehensive, detailed plan of how it will satisfy any new requirements set forth in this Statment of Work. All tasks will be completed prior to the commencement of service. This plan will address the activities and procedures that will be followed to ensure the smooth transition of service requirements.

Start-up cost and transition costs are to be priced separately in the cost proposal and not be included in the fixed or variable costs for service.

It is estimated that start-up or transition will take up to two (2) months to be completed successfully. If less or additional time is needed, please address that in the Start-Up or Transition Plan and include additional costs this would incur.

Transition To Subsequent Contractor: If a contractor other than the incumbent Contractor is chosen to provide the services outlined in this Statement of Work on a future contract, the incumbent Contractor will cooperate with and participate in transitioning over to the new Contractor.

Payment

Revenue Service Hour (RSH): The Contractor will be paid at an agreed upon RSH rate for actual RSHs rendered during a calendar month. MMT will not pay for non-revenue service hours, such as deadhead time or extra time resulting from an accident, regardless of whether the accident was preventable, as well as adverse weather conditions.

Monthly Fixed Rate: In addition to compensation for the RSH rate, the Contractor will be paid a fixed monthly rate for each calendar service month. The fixed monthly rate will be in consideration for the cost of performing those services set forth in this Statement of Work that will be provided or available regardless of the level of service operated. Those tasks associated with Eligibility Determination will be included in the fixed monthly rate.

Travel Trainer Rate: The Contractor will be paid an hourly rate for travel training activities. There is no guarantee of a minimum or maximum amount of work for this function.

Contractor Staffing

The Contractor will be responsible for all recruitment, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions related to personnel required to perform under this Statement of Work. The Contractor will provide enough employees with sufficient training to ensure the effective operation of the service at all times.

The Contractor will maintain, at a minimum, the staffing levels determined in its proposal. Any reduction to the originally proposed staffing levels requires MMT approval. The Contractor will provide MMT written notification of any change in staffing levels. The Contractor will accompany any such notification with an MMT-approved "recovery plan" that addresses personnel shortages.

Key Personnel: The Proposer will include resumes for key personnel, including the General Manager and Operations Manager. The Proposer may provide resumes or additional information for other key personnel positions. The General Manager and Operations Manager are subject to MMT approval.

Personnel Policies: The Contractor will be solely responsible for supervision and direction of all Contractor personnel, and for the provision of, and satisfactory work performance by, all Contractor employees, and will be solely responsible for payment of all employees' and or subcontractors' wages and benefits. Without any additional expense to MMT, the Contractor will comply with the requirements of employee liability, workers compensation, employment insurance, and social security. Contractor is, at all times, an independent Contractor and nothing in this Statement of Work will be construed to create a relationship other than that of independent Contractor and client. Contractor employees are not, nor at any time will they be considered, MMT employees or agents of MMT.

The Contractor will implement effective personnel policies to comply with all applicable federal, state, and local labor and regulatory requirements, including the ADA, at all times.

Right to Require Removal: MMT reserves the right to require the removal from involvement with the provision of services for MMT any Contractor employee whose performance, at MMT's sole determination, is unsatisfactory or unacceptable.

Real Property

Facilities: MMT real property and facilities at 1161 Transit Drive and 1165 Transit Drive shall be provided to the Contractor for the sole purpose of providing the services required under this Statement of Work. For eligibility functions the Contractor shall be allowed access to the administration building located at 1070 Transit Drive. The Contractor and MMT will share this space. The facility will have space suitable to accommodate the personnel necessary for operating the service and to maintain and keep all necessary data and records. MMT will have access to any premises at any time.

Maintenance: The Contractor, at its sole expense, is responsible for all maintenance costs on the facilities and site on which the facilities are located unless specifically excluded herein. Upon expiration or termination of a contract, the Contractor will restore all provided facilities to their original condition, minus fair wear and tear.

Utilities: The Contractor will be responsible for obtaining utilities in their name and paying all utilities costs including but not limited to electric, gas, water, sewer, and telecommunications in 1161 and 1165 Transit Drive. MMT will share utility cost with the Contractor for 1070 Transit Drive.

Parking Facilities: 1161 Transit Drive will be used as a vehicle service facility for washing and performing simple maintenance task on vehicles, indoor and outdoor parking for paratransit vehicles, and parking for Contractor staff. The Contractor will be required to keep the lot clean of excessive buildup of oil, grease, and standing water. The paved lot is sufficient size to accommodate the assigned Metro Mobility vehicles and employees' personal vehicles. Additional employee parking is also available at 1165 Transit Drive.

Reference Documents: The Contractor will comply with the requirements set forth in the referenced documents below and any revisions, modifications, and updates to these documents upon written notification from MMT. MMT from time to time may add additional reference documents or delete reference documents at MMT's sole discretion with notification to the Contractor:

- Operations Policies and Procedures Manual;
- Facilities and Equipment Management Procedures Manual;
- Paratransit Contractor Facilities Equipment Inventory;
- Spill Prevention, Control and Countermeasures Plan; and
- Stormwater Management Plan

The Contractor will comply with all MMT procedures for handling all MMT equipment in accordance with MMT practices and procedures included in, but not limited to, those outlined in this Statement of Work.

IT Equipment

MMT shall provide the following software applications and a sufficient number of workstations, phones, radios, and network connectivity to accomplish the functions of the operation. MMT will provide all necessary resources to maintain and repair all MMT issued software applications:

- Trapeze PASS Version 21 or greater;
- Trapeze COM Version 21 or greater;
- Interactive Voice Recognition (IVR) Phone and Web Version 21 or greater;
- Trapeze Service Infraction Version 21 or greater;
- Trapeze ViewPoint Version 21 or greater; and
- Jolly ID Card Software.

Hardware and Software: All scheduling and dispatching software, for the purpose of verifying rider eligibility, recording passenger pick-up and drop-off data, updating the vehicle operator as to possible manifest changes, tracking the vehicle's location via GPS, as well as providing a means of text communication with the vehicle operator shall be supplied by MMT. Paratransit vans are equipped with Mobile Data Terminals (MDT). MDT's interface with Trapeze-PASS software. The Contractor will be responsible for maintaining a manual process that accomplishes the above stated tasks in the event there is a failure of the MMT-supplied software or hardware.

All IT equipment and/or hardware will be maintained in good working order, damage to equipment and/or hardware by the contractor due to abuse or neglect will be covered at the sole expense of the Contractor.

Additional hardware or software must be approved by Transit IT in writing and prior to any installation.

Performance Standards

Performance Standards: Performance standards have been established to enhance the quality of the service provided to the passengers of Metro Mobility. Prior to the start of each contract period, MMT may review the performance standards established for Metro Mobility service to ensure that the standards remain appropriate. Failure to meet performance standards may result in a liquidated damage. Please see Exhibit 10: Liquidated Damages for additional information.

The Contractor is expected to implement an ongoing system of performance monitoring to ensure high quality service. Contractors may also utilize external resources to assist with the monitoring of service quality.

Legal and Regulatory Compliance

In performance of the services described herein, the Contractor will be responsible to comply with all applicable federal, state and local requirements, including but not limited to:

- Federal Transit Administration;
- Drug and Alcohol Testing;
- Americans with Disabilities Act; and
- FTA National Transit Database Reporting Requirements.

Data Collection and Reporting

The Contractor will maintain all books, physical and digital records, documents, accounting ledgers, and similar materials relating to work performed for MMT pursuant to a contract with MMT for a minimum of three (3) years following the date of final payment to the Contractor. MMT shall have access to such records for the purpose of inspection,

auditing, and copying. All project records prepared by the Contractor will be owned by MMT and will be made available to MMT at no additional charge. The Contractor will provide any required documents at MMT's request such as documents for the National Transit Database reporting and the FTA Triennial Review.

PART III: ADA COMPLEMENTARY PARATRANSIT ELIGIBILITY DETERMINATION

The Contractor will be responsible for all activities associated with the ADA Complementary Paratransit Eligibility Determination Program. This includes the application intake process, eligibility determination, and the travel training program.

Application Intake and Processing

The Contractor will be the primary contact for information regarding Metro Mobility. The Contractor's employee(s) performing administrative tasks are required to be available by telephone and email during the same operational hours as Reservations.

The Contractor will be responsible for receiving, reviewing, and ensuring that all applications for Metro Mobility service are processed in a timely manner and is compliant with all ADA regulations and MMT policies and procedures. The Contractor will assist applicants with completing applications.

Eligibility Determination

The Contractor will provide eligibility determination for individuals seeking eligibility for Metro Mobility service. The Contractor will assess the individual's ability to access and utilize the fixed-route service and make a determination of whether the individual is eligible for ADA Complementary Paratransit Service. MMT is investigating alternative transportation options that may require a separate eligibility determination process, not necessarily specific to ADA Complementary Paratransit Service. The Contractor will be able to provide this task if requested. Please See Part V: Alternative Transportation Service Option for additional details.

The person(s) conducting eligibility determination will have experience with these types of assessments or similar assessments and have experience working with individuals with disabilities. Some examples of acceptable background and experience include Occupational and Physical Therapists, Kinesiologists, Orientation and Mobility Specialists, and others as approved by MMT. The Contractor is allowed to subcontract the role of eligibility determination; any subcontractor intended for this role is subject to MMT approval.

The entire process for determining eligibility from the time a completed application is received to the time an eligibility determination is made will take no more than 21 calendar days, unless otherwise requested by the applicant.

Appeals: If an individual is denied ADA Complementary Paratransit eligibility and appeals this decision, the Contractor will respond to MMT's request for information during the

during the appeals process. MMT is responsible for ensuring that the appeals process is carried out in compliance with its policies and procedures

Travel Training

The Contractor will be responsible for the development and execution of a travel training program, including all training of personnel. The Contractor will be responsible for assessing whether an individual is a good candidate for travel training.

Travel Training is generally a one-on-one activity between the Contractor and the individual being trained. The Contractor will monitor and adjust lessons as needed based on the trainee's skill level. The Contractor is responsible for determining the level of effort needed for aspects of the training depending on a trainee's needs.

MMT anticipates up to 12 travel trainees per year. Trainees will be allowed up to 20 hours of training. Additional hours will require the approval of MMT.

PART IV: ADA Complementary Paratransit Service (Metro Mobility)

Operational Profile

Current Hours and Days of Service: Metro Mobility currently operates Monday through Thursday between 5:00 AM and 10:15 PM, Friday between 5:00 AM and 12:00 AM, Saturday between 6:00 AM and 12:00 AM, and Sunday between 7:00 AM and 8:00 PM. Service is not provided on New Year's Day, Thanksgiving Day, and Christmas Day. This schedule may change at the discretion of MMT.

Service Area: Metro Mobility's service area includes corridors within a ¾-mile radius of fixed routes. Please see Exhibit 11 for a map of Metro Mobility's service area. Metro Mobility's service area may change at the discretion of MMT.

Revenue Service Hours (RSH): The table below provides the total number of RSH for 2019-2023. Previous service levels do not necessarily dictate future service level. The Contractor will be required to meet additional demand should the need arise.

| | 2019 | 2020 | 2021 | 2022 | 2023 (January-September) |
|--------------------------------------|---------|--------|--------|---------|--------------------------|
| Total Passenger Trips | 147,096 | 73,674 | 92,898 | 105,982 | 87,986 |
| Total RSH | 70,133 | 44,599 | 51,033 | 55,947 | 46,424 |
| Vehicles Operated at Maximum Service | 42 | 34 | 32 | 32 | 32 |

Service Standards

Passengers per Revenue Service Hour: The Contractor will manage the number of vehicles placed into service to achieve or exceed MMT's minimum passengers per RSH threshold of 2.0 and to comply with MMT's intent there are no trip denials.

On-Time Performance (OTP): The Contractor will ensure an OTP of no less than 93% is achieved each month. Failure to maintain or exceed the 93% OTP may result in liquidated damages. A vehicle operator is considered on-time if they show up during the 30-minute reservation window.

Vehicles

MMT Vehicles: MMT, at its sole discretion, reserves the right to: determine the number and type of MMT vehicles with which MMT shall provide to the Contractor; substitute or replace any MMT vehicles provided to the Contractor; and direct the return to MMT of any or all MMT vehicles at any time. MMT shall provide to the Contractor the MMT-owned vehicles listed in Exhibit 14. The Contractor is invited to inspect the fleet to document vehicle condition. MMT and t h e Contractor shall work together to determine the condition of the vehicle fleet.

The Contractor will adhere to MMT's program of vehicle maintenance including daily vehicle pre-trip inspections and post-trip reports, preventive maintenance inspections, maintenance repair, and maintenance documentation.

MMT's Vehicle Maintenance Contractor will provide to the Contractor those lubricants, solvents, repair parts needed for minor maintenance.

Accident Repairs: The Contractor will be responsible for the costs of damage to MMT-owned vehicles and equipment. While a vehicle is in the maintenance shop being serviced or repaired, the insurance liability for these vehicles will be under the Vehicle Maintenance Contractor's liability insurance coverage. However, once the vehicle(s) has been serviced or repaired and picked up by Contractor personnel, they will again fall under the Contractor's liability insurance coverage.

Fuel: MMT shall provide, at MMT's sole expense, all fuel required for City-owned vehicles, including all associated taxes, fuel delivery and all other fuel related costs. This fuel will be used only for the provision of services set forth in this Statement of Work.

Vehicle Operators

Vehicle operators will possess a current Colorado Driver's License of the Class required for the operation of the vehicle they are assigned to drive and will possess all other licenses, permits, and/or endorsements required by applicable federal, state, and local regulations. Vehicle operators will complete a criminal background check, pass a pre-employment drug screen, and participate in a DOT-FTA compliant drug/alcohol testing program prior to operating MMT vehicles and equipment.

Reservations/Scheduling/Dispatching

Reservation and Scheduling: The Contractor will serve as the point of contact for all trip reservations and scheduling for Metro Mobility. The Contractor will follow all rules and regulations regarding Metro Mobility's reservations and scheduling.

The Contractor shall provide adequate staff for processing reservations Monday through Sunday from 8:00 AM to 5:00 PM, excluding New Year's Day, Thanksgiving Day, and Christmas Day.

Dispatching: The Contractor will provide dispatching activities during all hours that a vehicle is in operation and provide radio assistance to vehicle operators. Dispatchers are also required to live-answer phone calls.

Dispatch and Reservations are required to answer all incoming phone calls in a timely matter. The average wait time to reach personnel on any given day is not to exceed two (2) minutes.

Fares

The Contractor will collect and keep all fare revenue. Fare revenue will be subtracted from the end of the month invoice at a cost equal to the fare a customer pays for all billable trips. The current fare is \$3.50; fares may change at the discretion of MMT.

Safety and Training

The Contractor will implement a comprehensive safety program and assume full responsibility for passenger safety, Contractor employee safety, and the public's safety. The Contractor is responsible for ensuring the safe operation and safety of MMT vehicles used in the provision of service. The Contractor's safety program will be fully compliant with all applicable federal, state, and local regulations including, but not limited to, the Occupational Safety and Health Administration (OSHA).

Vehicle Operator Training: The Contractor will implement a comprehensive vehicle operator training program that will effectively prepare vehicle operators to provide safe and reliable service. All vehicle operator training will meet federal, state, and local requirements and will be presented by an instructor duly authorized and qualified to provide such training.

Accident/Incident/Emergency Procedures

The Contractor will develop, implement, and maintain formal procedures to respond to accidents, incidents, and service interruptions. Occurrences to be addressed include but are not limited to, vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, and wheelchair lift failures.

In the event of an emergency or natural disaster, the Contractor will make available transportation and communications services and facilities to assist MMT in ameliorating such incidents. To the extent MMT requires the Contractor to provide such emergency services and facilities, the Contractor may be relieved of the obligation to fulfill the duties and responsibilities to operate those services outlined in this Statement of Work.

Taxi Overflow and Taxi Choice Programs

The Contractor will enter into contracts with taxi companies to provide services above and beyond those required by the ADA. All contracts with taxi companies will conform to the requirements, where applicable, of this Statement of Work. It is understood that any contracts with taxi companies is the responsibility of the Contractor, not MMT's. The Contractor will enforce upon taxi companies all the rules and regulations contained herein.

Taxi Overflow Program: This program ensures that the Contractor meets the service requirement that no one be denied a trip on Metro Mobility in accordance with the reservation restrictions set forth in the ADA and FTA regulations. If an ADA Complementary Paratransit Eligible customer requests a ride within the required periods for reservations and the ADA Complementary Paratransit Service fleet is already booked to capacity, then the Contractor will arrange scheduled transportation for the requesting customer using the Taxi Overflow program. For the purposes of the Taxi Overflow Program, "booked to capacity" means all available MMT vehicles are booked, and no reserve vehicles are available to the Contractor.

Taxi Choice Option: Metro Mobility customers will be provided the option of whether to use a taxi for their trip(s). If a customer requests a taxi ride, the Contractor will make the appropriate arrangement for taxi use. If the taxi is unable to provide the services for an individual, then the ride(s) will be scheduled on Metro Mobility.

Reservations and cancellations will follow the Guide-to-Ride protocol.

PART V: ALTERNATIVE TRANSPORTATION SERVICE OPTIONS (Add Alternative)

MMT may be interested in pursuing alternative transportation service options at a future date. Alternative transportation service options may not be specific to ADA Complementary Paratransit Service and may require a separate approach and solution. Examples may include, but are not limited to, on-demand transit, first and last mile connection, dial-a-ride, etc. If MMT pursues this direction, MMT shall provide the Contractor a detailed description of the service and those items that MMT will provide to the Contractor to carry out the service. The Contractor will provide MMT a written proposal and a cost proposal.

Depending on the type of alternative transportation service option that is implemented, the Contractor may be required to provide intake and processing, reservations, scheduling, dispatching, etc.

EXHIBIT 6 – QUALIFICATION STATEMENT

CITY OF COLORADO SPRINGS QUALIFICATION STATEMENT

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this Request for Proposal. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

(PRINT)

FIRM

NAME: _____

ADDRESS: _____

CITY STATE _____

ZIP: _____

AUTHORIZED
REPRESENTATIVE: _____

TITLE: _____

AUTHORIZED

SIGNATURE: _____

PHONE: _____

FAX: _____

E-MAIL

ADDRESS: _____

1. TYPE OF BUSINESS

2. TYPE OF LICENSE & LOCATION

CORPORATION

PARTNERSHIP

INDIVIDUAL
JOINT
VENTURE

OTHER: _____

3. TYPE OF SERVICE TO BE PROVIDED FOR RFP: _____

**4. NUMBER OF YEARS IN
BUSINESS:** _____

5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS PROJECT.

6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER: _____

7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?

YES NO IF "YES", EXPLAIN:

8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS? YES NO
IF "YES", EXPLAIN:

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES NO IF "YES", EXPLAIN:

10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY? YES NO IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS:

11. BANK REFERENCE: _____
ADDRESS: _____
CONTACT: _____ PHONE: _____

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) **FROM LAST FIVE (5) YEARS**-INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT), CONTACT NAME, ADDRESS, TELEPHONE NUMBERS
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contract Address: _____
Contact telephone and Email Address: _____
2. Location of Project: _____
Size of Project: _____
Contract Amount: _____

| |
|--------------------------------------|
| Contact Name: |
| Contact Address: |
| Contact telephone and Email Address: |
| 3. Location of Project: |
| Size of Project: |
| Contract Amount: |
| Contact Name: |
| Contact Address: |
| Contact telephone and Email Address: |

13. LIST CURRENT SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT-
 INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.
 NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

| |
|--------------------------------------|
| 1. Location of Project: |
| Size of Project: |
| Contract Amount: |
| Contact Name and Title: |
| Contact Address: |
| Contact telephone and Email Address: |

| |
|--------------------------------------|
| 2. Location of Project: |
| Size of Project: |
| Contract Amount: |
| Contact Name and Title: |
| Contact Address: |
| Contact telephone and Email Address: |

| |
|--------------------------------------|
| 3. Location of Project: |
| Size of Project: |
| Contract Amount: |
| Contact Name and Title: |
| Contact Address: |
| Contact telephone and Email Address: |

14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:
 (INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)

| |
|-------------------|
| 1. Name: |
| Address: |
| Telephone Number: |
| Type of Work: |
| 2. Name: |
| Address: |
| Telephone Number: |
| Type of Work: |
| 3. Name: |

Address: _____
Telephone Number: _____
Type of Work: _____

IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR PROPOSAL PACKAGE.

EXHIBIT 7 – EVALUATION SCORESHEET

| | Evaluation Factor | Proposer/Bidder/Contractor | | |
|--|-------------------|----------------------------|----------|----------|
| | | Vendor A | Vendor B | Vendor C |
| 1. Project Delivery and Approach | | 0 | 0 | 0 |
| 1. A Response to the Technical Requirements | 20 | 0 | 0 | 0 |
| 1. B Quality Control | 10 | 0 | 0 | 0 |
| 1. C Start-Up/Transition Plan | 5 | 0 | 0 | 0 |
| 2. Qualifications/Relevant Experience | | 0 | 0 | 0 |
| 2. A ADA Complementary Paratransit Service | 20 | 0 | 0 | 0 |
| 2. B ADA Complementary Paratransit Eligibility Determination | 10 | 0 | 0 | 0 |
| 2. C Alternative Transportation Options | 5 | 0 | 0 | 0 |
| 3. PRICE/COST AREA | 30 | | | |
| TOTAL BASE BID amount | | \$0.00 | \$0.00 | \$0.00 |
| Sum/Total of Areas 1. + 2. + 3. | | 0 | 0 | 0 |

EXHIBIT 8 – PROPOSER/BIDDERS LIST INFORMATION

This information will be used for statistical information as allowable but is required.

The City of Colorado Springs dba Mountain Metropolitan Transit (MMT) maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and **subcontracts** on DOT-assisted projects in accordance with the federal regulation 49 CFR Part 26.11.

Return this form as part of your bid/proposal regardless of your Disadvantaged Business Enterprises' (DBE) and non-DBEs status. (A DBE is a firm that meets the criteria in 49 CFR 26).

Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Jackson Simmons, MMT's DBE Liaison Officer (719) 385-5241 or Jackson.Simmons@ColoradoSprings.gov.

Firm Name: _____

Firm Address: _____

Status: Non-DBE ____ DBE ____

Company's Type of Work: _____

Month/Year firm started: _____

Annual Gross Receipts of the Firm: (check one)

_____ Less than - \$500,000

_____ \$500,001 - \$1,000,000

_____ \$1,000,001 – \$2,000,000

_____ \$2,000,001 - \$5,000,000

_____ \$5,000,001 and \$8,000,000

_____ \$8,000,001 and Above

**Exhibit 9 Federal Transit Administration (FTA) Clauses and Certifications
Follows this Page**

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 - (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

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

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

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

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

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

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

Civil Rights and Equal Opportunity

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

part thereof.

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

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

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

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (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 (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (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 agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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 AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the 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 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

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

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

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

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

FLY AMERICA

a) Definitions. As used in this clause—

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

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

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

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

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

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

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

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

NOTIFICATION TO FTA

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

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

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

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

SOLID WASTES

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

- iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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

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

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

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

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

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

SCHOOL BUS OPERATIONS

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

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

If Contractor violates this School Bus Agreement, FTA may:

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

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

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

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

- a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

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

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TERMINATION

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

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

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

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

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

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount will be resolved under the Dispute clause.

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

Termination for Default (Construction)

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

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

VIOLATION AND BREACH OF CONTRACT

Disputes:

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

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and 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 Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1. Debarred,
 - 2. Suspended,
 - 3. Proposed for debarment,
 - 4. Declared ineligible,
 - 5. Voluntarily excluded, or
 - 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - 2. Violation of any Federal or State antitrust statute, or,
 - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

a. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

a. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

- a. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000,,
 - 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
- b. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.,

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor's Authorized Official: _____

PROMPT PAYMENT TO SUBCONTRACTORS

Subcontractors are subject to the provisions of 49 CFR §26.29

A. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than thirty (30) calendar days after the Contractor has received payment from the City of Colorado Springs.

B. In addition, the contractor is required to return any retainage payments to those Subcontractors within thirty(30) calendar days after the Subcontractor's work related to this contract, is satisfactorily completed.

D. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

E. The City of Colorado Springs will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by either canceled checks (submitted with contractor invoice at the completion of the contract) and the Contractor's signature below that it will comply with the prompt payment requirements.

F. Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor suspension and/or debarment.

Date: _____

Signature: _____

Company Name: _____

Title: _____

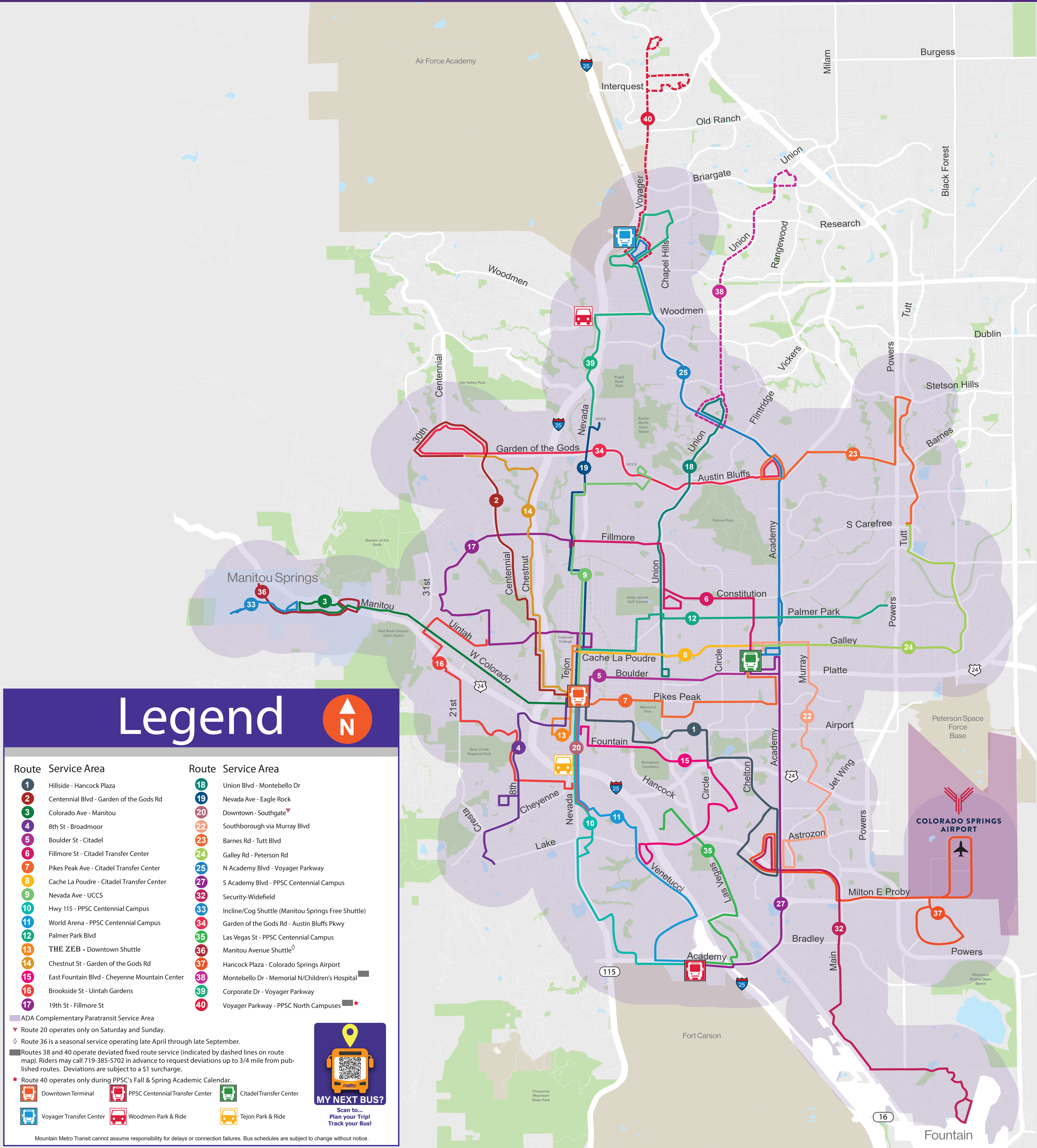
Exhibit 10 Liquidated Damages

Please note that liquidated damages may be assessed:

| Liquidated Damages (Monthly) | | |
|---|---|---|
| Performance Standard | Expected Performance | Liquidated Damages |
| Passengers per Revenue Hour | The rate of passengers per revenue hour shall be no less than 2.0. | Liquidated damages shall be applied on the following Sliding Scale: 1.80-1.99 = \$4,000 Less than 1.80 = \$8,000 |
| On-Time Performance | On-Time Performance shall meet or exceed 93%. | If on-time performance for a given month is less than 93% a liquidated damage of \$3,000 shall be applied. |
| Missed Trip | Drivers are expected to arrive during the 30-minute pick-up window. Any trip in which the driver arrives 15 minutes or more after the 30-minute pick-up window and the customer no longer wants the trip shall be considered a missed trip with liquidated damages. This also applies to the Taxi Overflow Program. | If the driver arrives 15-minutes or more outside of this window a liquidated damage of \$100 shall be applied. |
| Call Taker Hold Time | The average daily caller hold time shall be two (2) minutes or less. | For any day the average daily caller hold time exceeds two (2) minutes a liquidated damage of \$75 shall be applied. Reservations and Dispatch are assessed separately. |
| Ride Length | All Scheduled rides for ADA Complementary Paratransit service are expected to similar to the equivalent trip on the fixed route service. | If 2.0% or more of trips in a given month are more than 90 minutes in length, a liquidated damage of \$3,000 shall be assessed. |
| Miscoding Trips | All trips shall be properly coded. | For any trip that is miscoded a liquidated damage of \$75 shall be applied. |
| No more than One (1) Preventable Accident | The Contractor is required to operate in a safe manner, free of preventable accidents. | The Contractor shall be assessed a liquidated damage of \$1500 for all preventative accidents occurring after the first preventative accident in a |

| | | |
|---|--|---|
| | | given month. Keep in mind that “preventable” is not the same as “at-fault” or “not-at-fault”. |
| ADA Complementary Paratransit Eligibility Determination | ADA Complementary Paratransit eligibility determinations shall be completed within a 21-day window | If an eligibility determination takes more than 21 days, a liquidated damage of \$200 shall be applied. |

**Exhibit 11 2023 ADA Fall MMT System Map
Follows This Page**



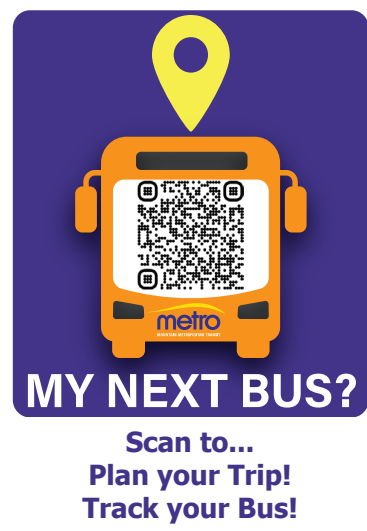
Legend



| Route | Service Area | Route | Service Area |
|-------|---|-------|--|
| 1 | Hillside - Hancock Plaza | 18 | Union Blvd - Montebello Dr |
| 2 | Centennial Blvd - Garden of the Gods Rd | 19 | Nevada Ave - Eagle Rock |
| 3 | Colorado Ave - Manitou | 20 | Downtown - Southgate |
| 4 | 8th St - Broadmoor | 22 | Southborough via Murray Blvd |
| 5 | Boulder St - Citadel | 23 | Barnes Rd - Tutt Blvd |
| 6 | Fillmore St - Citadel Transfer Center | 24 | Galley Rd - Peterson Rd |
| 7 | Pikes Peak Ave - Citadel Transfer Center | 25 | N Academy Blvd - Voyager Parkway |
| 8 | Cache La Poudre - Citadel Transfer Center | 27 | S Academy Blvd - PPSC Centennial Campus |
| 9 | Nevada Ave - UCCS | 32 | Security-Widefield |
| 10 | Hwy 115 - PPSC Centennial Campus | 33 | Incline/Cog Shuttle (Manitou Springs Free Shuttle) |
| 11 | World Arena - PPSC Centennial Campus | 34 | Garden of the Gods Rd - Austin Bluffs Pkwy |
| 12 | Palmer Park Blvd | 35 | Las Vegas St - PPSC Centennial Campus |
| 13 | THE ZEB - Downtown Shuttle | 36 | Manitou Avenue Shuttle |
| 14 | Chestnut St - Garden of the Gods Rd | 37 | Hancock Plaza - Colorado Springs Airport |
| 15 | East Fountain Blvd - Cheyenne Mountain Center | 38 | Montebello Dr - Memorial N/Children's Hospital |
| 16 | Brookside St - Uintah Gardens | 39 | Corporate Dr - Voyager Parkway |
| 17 | 19th St - Fillmore St | 40 | Voyager Parkway - PPSC North Campuses |

ADA Complementary Paratransit Service Area
 Route 20 operates only on Saturday and Sunday.
 Route 36 is a seasonal service operating late April through late September.
 Routes 38 and 40 operate deviated fixed route service (indicated by dashed lines on route map). Riders may call 719-385-5702 in advance to request deviations up to 3/4 mile from published routes. Deviations are subject to a \$1 surcharge.
 Route 40 operates only during PPSC's Fall & Spring Academic Calendar.

Downtown Terminal
 PPSC Centennial Transfer Center
 Citadel Transfer Center
 Voyager Transfer Center
 Woodmen Park & Ride
 Tejon Park & Ride



Mountain Metro Transit cannot assume responsibility for delays or connection failures. Bus schedules are subject to change without notice.

Please contact us for questions or concerns.

719-385-RIDE (7433)



MMTRANSIT.COM

**Exhibit 12 Equipment Inventory
Follows This Page**

City Transit Paratransit Administration Facility Equipment Inventory

purchased in the year 2000, and the average life expectancy per piece of equipment is 10 years. The estimated value of each piece of equipment was deflated based on these

| 1161 Transit Dr. | | | | | | | | | | Equipment over \$5,000 | | | | | |
|---------------------------------|------|-------|-------|--------|--------------|-----------------|---------------------|-----------------------|----------------|-------------------------|------------------------|--------------------|---------------------|--------------|--------------|
| Transit Administration Facility | Qty. | Width | Depth | Height | Manufacturer | Model # | Date Put In Service | Annual Inventory Date | Purchase Value | Estimated Value In 2016 | Condition of Equipment | FTA Funding Source | City Funding Source | Grant Number | Vested Title |
| Rectangular Table | 8 | | | | Bungee | BX3072RE | 2011 | Apr-19 | \$ 3,423 | \$ 1,848 | Good | 80% | 20% | | City |
| Desk w/Leaf | 5 | | | | Halton | H3060S4L/66S4L | 2011 | Apr-19 | \$ 2,416 | \$ 1,304 | Good | 80% | 20% | | City |
| Desk Office chair | 11 | | | | Supra | 5336-5 | 2011 | Apr-19 | \$ 2,282 | \$ 1,232 | Good | 80% | 20% | | City |
| Armchair w/casters | 10 | | | | Sonic | 6574 | 2011 | Apr-19 | \$ 1,136 | \$ 613 | Good | 80% | 20% | | City |
| Stacking Armchair | 30 | | | | Sonic | 6514 | 2011 | Apr-19 | \$ 2,838 | \$ 1,892 | Good | 80% | 20% | | City |
| Storage Cabinet | 4 | | | | | 91SBC3-3 | 2011 | Apr-19 | \$ 355 | \$ 1,532 | Good | 80% | 20% | | City |
| File Cabinet | 5 | | | | Halton | H2448R4/H2042ER | 2011 | Apr-19 | \$ 1,045 | \$ 564 | Good | 80% | 20% | | City |
| Display Case | 1 | | | | | | 2012 | Apr-19 | \$ 280 | \$ 166 | Good | 0% | 100% | | City |
| IT Room Chiller | 1 | | | | Mitsubishi | | 2017 | Apr-19 | \$ 8,260 | \$ 7,434 | Good | 80% | 20% | | City |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |

| | | |
|--|----------------|-------------------------|
| Yearly total inventory done at the City Transit Maint. Facility for accountability and value as of August 2015. This does not include disposed of equipment or material. | Purchase Value | Estimated Value In 2018 |
| | \$ 22,035 | \$ 16,585 |

City Transit Paratransit Bus Storage Facility Equipment Inventory

Comments: The Estimated Value listed for this equipment is based on two assumptions from the last City Audit done in 2006: The majority of this City's equipment was purchased in the year 2000, and the average life expectancy per piece of equipment is 10 years. The estimated value of each piece of equipment was deflated based on these assumptions. After considering equipment condition during the 2016 equipment inventory, a recalculation for depreciated value was assessed based on a 15 year life expectancy.

| 1165 Transit Dr. | | | | | | | | | | | Equipment over \$5,000 | | | | |
|---------------------------------------|------|-------|-------|--------|--------------|-------------|---------------------|-----------------------|----------------|-------------------------|------------------------|-------------------|--------------------|--------------|--------------|
| ParaTransit Service/Bus Wash Bay | Qty. | Width | Depth | Height | Manufacturer | Model # | Date Put In Service | Annual Inventory Date | Purchase Value | Estimated Value In 2018 | Condition of Equipment | FTA Funding Souce | City Funding Souce | Grant Number | Vested Title |
| Commercial car wash | 2 | 18" | 45" | 50" | Hotsy | 982SS | 2012 | Apr-19 | \$ 17,322 | \$ 10,289.00 | Good | 80% | 20% | | City |
| Commercial vacuum cleaner | 1 | 26" | 26" | 37" | Hafcovac | HV-55-1510V | 2012 | Apr-19 | \$ 1,500 | \$ 880.00 | Good | 80% | 20% | | City |
| Air Compressor | 1 | | | | Quincy | QR-5120 | 2012 | Apr-19 | \$ 13,000 | \$ 7,626.00 | Good | 80% | 20% | | City |
| | | | | | | | | | | \$ - | | | | | |
| | | | | | | | | | | \$ - | | | | | |
| Above Ground 10,000 Gallon Fuel Tank | 1 | | | | Enton ENV | | 2007 | Apr-19 | \$ 85,000 | \$ 27,540.00 | Good | 80% | 20% | | |
| Above Ground 10,000 Gallon Fuel Tank | 1 | | | | Enton ENV | | 2012 | Apr-19 | \$ 85,000 | \$ 50,409.00 | Good | 80% | 20% | | City |
| GFI Computer-North Veolia Shop | 0 | | | | GFI Genfare | | 2008 | Apr-19 | \$ 80,000 | \$ 30,240.00 | Good | 80% | 20% | | City |
| GFI Computer - IT Storage | 0 | | | | GFI Genfare | | 2012 | Apr-19 | \$ 4,001 | \$ 2,377.00 | Good | 0% | 100% | | City |
| GFI Audit Box Vault-North Veolia Shop | 1 | | | | GFI Genfare | AU - 1033 | 2010 | Apr-19 | \$ 900 | \$ 437.00 | Good | 80% | 20% | | City |
| Vault, Fare-North Veolia Shop | 0 | | | | GFI Genfare | | 2008 | Apr-19 | \$ 17,500 | \$ 6,615.00 | Good | 0% | 100% | | City |

This item is being utilized by CDOT per MOU 1/8/2015

| | | |
|---|-------------------------|-------------------------|
| Yearly total inventory done at the City Transit Maint. Facility for accountability and value as of August 2015. This does not include | Estimated Value In 2012 | Estimated Value In 2018 |
| | \$ 304,223 | \$ 136,413 |

**Exhibit 13 Operations Policies and Procedures Manual (OPS PPM) 2023
Follows This Page**



Operations Policies & Procedures

February 2, 2023

INTRODUCTION

This Operations Policies and Procedures Manual (Ops PPM) is a tool for communication between the City of Colorado Springs d/b/a Mountain Metropolitan Transit (MMT) and its Contractors. The information included in this document provides additional detail to contractual requirements; if there is disagreement between the contract and this PPM, the contract shall supersede this document.

Each individual policy may or may not apply to all Contractors of MMT. Contractor management staff is encouraged to communicate any applicability questions to their assigned MMT Project Manager(s).

Contractor management shall be responsible for ensuring all of their employees receive initial PPM awareness training and for notifying all employees regarding any changes to the PPM.

This PPM will be periodically updated by MMT. Any Contractor may request a change to policy by emailing its assigned MMT Project Manager and copying the Operations Supervisor. The Operations Supervisor shall be responsible for taking prospective policy changes, additions, and deletions to the Transit Leadership Team for discussion as the need arises. The Transit Leadership Team will then inform the Operations Supervisor if changes need to be made.

The approved, most up-to-date version will reside on the Transit Services Division's internal SharePoint page. Staff will be notified of any updates via email as soon as the updated document is uploaded to the page.

Approval:



Lan Rao
Acting Transit Services Manager, MMT



Date

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ADMINISTRATIVE POLICIES

New Employees

All new Contractor employees (except drivers, see section below) must be issued a Transit ID badge and keyless access card within 48 hours of the employee's start date. The Contractor must fill out the "City Employee Transit Badge Request Form" and submit it to the Asset Supervisor and assigned MMT Project Manager along with a recent photograph of the employee. Contractor shall specify to which buildings and/or rooms the employee requires access on the form. Badges may be picked up by a supervisor or manager at the Transit Administration Building at 1015 Transit Drive. Only one (1) ID badge will be issued per employee at no cost to the Contractor; replacement badges may be purchased for \$15.

Most Contractor employees will also be issued a security alarm code unique to that employee.

The following sections cover position-specific requirements that may not apply to all employees.

Administrative/Office Positions and Mechanics

Network access, email addresses, and phone access are granted by the City of Colorado Springs Information Technology Department. To request access to City computers, phones, or email, the Contractor must complete the **Network Access Form**.

Access to and installation of various Trapeze modules, including M5 AssetWorks, is granted by the Transit IT group. Contractor shall specify which modules each new employee needs in an email to transitit@coloradosprings.gov.

For each new administrative/office employee or mechanic, the Contractor should submit all necessary IT forms to the Asset Supervisor in order to coordinate network access and software needs.

Drivers

New drivers undergoing training shall be issued a trainee badge by the Contractor. Upon completion of training, the Contractor must input the following information, regarding each new driver hired, into the OPS module of Trapeze within 24 hours:

- Full name
- Driver's license state and number
- Driver's license class
- Driver's license expiration date
- DOT medical card expiration date
- Start date
- Seniority date

Once information is entered, contractors must follow the outlined process above, including turning in a badge request form, in order for a badge to be issued.

Drivers that have completed the training program shall not operate vehicles in revenue service before their information has been entered and they have been issued an employee number and an ID badge.

Department of Transportation (DOT) Medical Card and Driver's License

The Contractor is responsible for ensuring all drivers possess valid DOT medical cards and driver's licenses.

Americans with Disabilities Act

The Americans with Disability Act, signed into law in 1990, prohibits the discrimination of an individual based on disability. MMT will comply with all of the ADA rules and regulations that govern its services. Where necessary, MMT will make reasonable modifications to its policies when those policies may restrict an individual(s) from utilizing any of its services, provided these modifications do not:

- Fundamentally alter services
- Result in a direct threat to the health or safety of others
- Create an undue financial burden
- Are not necessary for the individual to fully access MMT's services.

Notices regarding ADA regulations are posted on vehicles and at major transfer centers, as well as at the Transit Administrative Building and on the City website at www.mmtransit.com.

For questions regarding ADA regulations, Contractors are encouraged to contact MMT's ADA Coordinator at transitinfo@coloradosprings.gov or (719) 385-7433.

Civil Rights Title VI

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs receiving federal funding, such as public transportation. MMT is required to update and submit its Title VI Program to the FTA every three (3) years. The current plan expires in November 30, 2023 and is available online at <https://coloradosprings.gov/mountain-metro/page/title-vititulo-vi?mlid=8616>.

Notices regarding passengers' rights under Title VI are posted on vehicles and at major transfer centers, as well as at the Transit Administration Building and on the City website at www.mmtransit.com.

For questions regarding Title VI regulations, Contractors are encouraged to contact MMT's Title VI Coordinator at transitinfo@coloradosprings.gov or (719) 385-7433.

Drug & Alcohol Program

Contractors with employees who perform safety-sensitive functions are required to have an FTA-compliant Drug & Alcohol Program, as outlined in the respective contracts.

Contractors must arrange for drug and alcohol testing for all safety-sensitive employees at certified testing facilities. Proof of certification for each testing facility or laboratory used must be provided to MMT Program Compliance.

A "safety-sensitive function" is defined by the US Code of Federal Regulations (49 CFR §655.4) as "any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

- "(1) Operating a revenue service vehicle, including when not in revenue service;
- "(2) Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License (CDL);
- "(3) Controlling dispatch or movement of a revenue service vehicle;

“(4) Maintaining (including repairs, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service...or

“(5) Carrying a firearm for security purposes.”

Volunteer drivers (who do not receive any payment or reimbursement) are not included in safety-sensitive personnel.

Monthly, Contractors are required to submit a completed drug and alcohol reporting form that includes information on all drug and/or alcohol screening conducted to MMT's Program Compliance Analyst. The Program Compliance Analyst will monitor testing rates and results to ensure all operations are in compliance with FTA regulations.

Annually, MMT's Program Compliance Analyst will email usernames and passwords to each Contractor in order for the Contractor to upload its annual report to <http://damis.dot.gov>. Annual reports are due to the FTA no later than March 15th of each year.

Contractors should be advised that 2022 random drug screening rates are set at 50% while alcohol screening rates remain at 10%.

Media Enquiries

All media inquiries must be forwarded to MMT's Senior Public Communications Specialist and the Transit Services Division Manager immediately upon receipt. All media requests for information or interviews will be handled by MMT staff.

Unsatisfactory Employee Performance

MMT is dedicated to offering the best possible customer service to its riders. The Contractor shall ensure its employees do not put that commitment at risk.

MMT will require that the contract performance standards are adhered to and if they are not, will apply relevant provisions specified in the contract.

If an employee of a Contractor is the cause of poor performance, the Contractor is the sole entity responsible for determining if any discipline will be applied. MMT may require that a specific Contractor employee no longer perform the same function on the contract.

MMT Quarterly Invoicing for Charges

MMT will invoice the Contractor on a quarterly basis for charges due per the contract for expenses, to include but not limited to, applicable network, phone, and long-distance charges.

- Any shortage in farebox revenue that is not reimbursed to MMT by the 30th calendar day will be invoiced to the Contractor as determined by MMT.
- Any unpaid balance on these invoices will be sent to collections after 90 days.

Farebox Revenue Collection and Audit

Any and all revenue shortages will be the sole responsibility of the Contractor to reimburse MMT within 30 calendar days from the date of the shortage, or it will be deducted from the Contractor's monthly service invoice.

The Contractor will be accountable for drivers who repeatedly enter wrong farebox data and/or any employee who does not follow proper farebox procedures including but not limited to probing, vaulting, performing nightly audits, counting fare revenue, etc.

Fixed-Route Farebox

All farebox revenue collected will be secured in either the fare revenue audit box or the fare revenue vault at the end of each day of operation. All fare revenue will be counted and verified by MMT the following business day.

MMT requires two (2) random fareboxes to be audited per night after each day's operations; MMT will identify said fareboxes. If it is found that any total is off by 1% or more, an additional audit must be done the following night on these same fareboxes to determine which farebox is at fault.

All fareboxes that were in service for the day shall be probed and vaulted each night. If a bus becomes inoperable making probing and/or vaulting impossible, both probing and vaulting tasks must be completed before the vehicle departs MMT's maintenance facility, except under extenuating circumstances, such as a vehicle shortage or as determined by MMT.

Drivers (or other Contractor employees) are expected to immediately notify Dispatch of any issue involving fareboxes or vaults, no matter how minor. Dispatch will notify MMT.

Metro Mobility Farebox

Fare revenues will be collected at the end of each business day and secured in the locked farebox or safe.

Contractor will deliver tickets and revenues to Transit Administration, located at 1015 Transit Drive prior to 10:30 a.m. the following business day. Contractor shall provide a revenue report, including tickets sold and collected, and all cash and farebox revenues.

MMT staff will count and verify tickets and count, reconcile, and deposit funds.

Operation of MMT-Owned Non-Revenue Vehicles

MMT non-revenue vehicles shall be used only for official business and never for personal errands. Vehicle drivers must possess the appropriate valid Colorado driver's license for the vehicle they intend to operate.

Drivers must be at least 17 years old and an employee of the City of Colorado Springs or its Contractor. Drivers must obey all traffic laws and will be responsible for any fines, tickets, etc. resulting from any traffic violation. Drivers are expected to operate vehicles in a safe and attentive manner and to avoid common distractions such as eating, cell phone use, etc. while behind the wheel.

Any and all tickets received while operating an MMT vehicle must be reported by the vehicle driver to their immediate supervisor no later than the next working day. Contractor management staff is required to inform their MMT contract manager as soon as possible.

CDL holders must report any ticket (moving violation, DUI/DWAI, unsafe vehicle condition etc.) to their immediate supervisor no later than the next working day.

All MMT vehicles are serviced and repaired at the Transit Drive maintenance facilities.

Contractors must maintain cleanliness of their assigned non-revenue vehicles so as to present a professional appearance while in operation.

SAFETY & SECURITY POLICIES

Perimeter Security Gates

Each transit facility on Transit Drive is secured by a perimeter fence and an automatic gate. Automatic gates at each property are set to open and close at certain times of day depending on the weekday and business need. If the schedule needs to be altered, Contractors must request the change from MMT's Asset Supervisor.

There may be instances when an automatic gate malfunctions. In these cases, consult the documentation for your specific facility provided to you by the MMT Asset Supervisor.

Building Access

Each Transit building is equipped with a security system that includes secure doors, perimeter alarms, and motion sensors. Contractor employees are only provided access to facilities and specific rooms based on need.

Keyless access and Picture ID Cards

Contracted employees are issued keyless access cards as the primary method to access buildings and rooms.

- Contractor employees may request the use of a temporary card if they have left theirs at home.
- Lost cards must be reported to MMT's Asset Supervisor and assigned MMT Project Manager as soon as possible after the loss is realized for deactivation. A fee of \$15 is charged to replace keyless access cards.
- Keyless access cards shall not be attached to any facility keys.
- Supervisors are responsible for retrieving keyless access cards from employees before employment terminates and turning them in to the MMT Asset Supervisor.
- The issued Transit photo ID must be available for visual inspection at any time.
- MMT's Asset Supervisor tracks and controls keyless access cards.

Keys

Building master keys may be issued to Contractor employees on an as-needed basis only.

- Employees must sign for keys issued.
- Facility keys shall not be attached to keyless access cards or any other identifying key chain.
- Supervisors are responsible for retrieving keys from employees before employment terminates and turning them in to MMT's Asset Supervisor.

Security Alarm and Pass Codes

Most Contractor employees are issued a security alarm code unique to that employee upon hire.

- Contractor employees shall not share their security alarm codes with others.
- Pass codes must be memorized and shall not be written down.
- Pass codes shall be changed or deleted when an employee is no longer employed by the Contractor.
- Building security alarms shall be activated and doors locked at the end of each workday.

If an employee accidentally activates an alarm, they should immediately call MMT's Asset Supervisor at (719) 385-7444. If the activation occurs after Dispatch has gone home for the day, they should dial (719) 688-STOP to connect with Colorado Springs Utilities.

Video and Audio Cameras

Security cameras are used both on vehicles and in facilities to record significant events, monitor criminal activity, and ensure contract compliance.

Live video and/or audio feeds may or may not be monitored in real-time by MMT employees and/or contract security personnel.

Any vehicle driver may flag an incident at any point by pressing the appropriate on-board button. Incidents that are flagged for retrieval will be reviewed by MMT staff. Authorized Contractor employees and law enforcement may request video by filling out a "video/audio request form."

Video/audio may, unless otherwise requested, be routinely erased or recorded over after a period of time, depending on the operational time of the camera. All data is kept secure, physically and electronically. Only data pulled for investigation shall be retained in accordance with the City of Colorado Springs Records and Retention Policy, or for as long as it is required for evidence. MMT retains ownership and control of all original video/audio records.

Vehicle Idling

Unless directed by MMT or maintenance, no bus shall be started and allowed to idle prior to 20 minutes between April 1st and October 31st or prior to 30 minutes between November 1st and March 31st before its scheduled pull-out time.

Additionally, spare buses that are pre-tripped in the morning shall be left running only long enough for a proper pre-trip inspection to be performed. Buses shall also be turned off (hazard lights should be left on) at the end of the shift when brought back to the yard, unless otherwise directed by MMT or maintenance.

Weapons

Possession of any type of dangerous or deadly weapon is prohibited in all MMT facilities and on all MMT vehicles. Replicas of dangerous or deadly weapons are also prohibited.

This part shall also apply to any other item utilized in a threatening manner.

This policy shall not apply to law enforcement officers or concealed weapon permit holders, who are carrying **concealed** weapons. Contractor personnel who hold concealed weapon permits should check with their employers to regarding their weapons policies for employees.

In the event of an incident involving a weapon, the Contractor employee shall contact Dispatch via radio immediately and provide the following information:

- Type of situation and type of weapon;
- Call sign and location or facility location; and
- Any injuries or other notable circumstances.

Dispatch will then notify law enforcement.

Dangerous Items Prohibited on Vehicles

Hazardous materials are not allowed on MMT vehicles. Passengers wishing to board with any hazardous material shall be advised by the driver that they cannot board with the item. The following items are prohibited:

- Explosives (including fireworks);
- Flammable liquids and combustible materials (including gasoline, diesel, kerosene, etc.);
- Flammable gases (including propane, butane, etc.);
- Corrosive materials (including vehicle batteries, etc.); and
- Other items that may pose a hazard to other passengers, the driver, or the bus itself.

Drivers shall notify Dispatch when service is refused to a customer with a prohibited item. Drivers may inform the customer to call (719) 385-RIDE (7433) to learn more about MMT's policy.

Portable oxygen tanks and oxygen concentrators **are exempt** from this policy.

Emergency Procedures

MMT is committed to the safety and security of our employees, Contractors, the customers we serve, and the general public. The following Immediate Actions (IAs) have been developed by the FTA and serve as excellent guidance on how to act in an emergency. The Contractor will inform MMT if any of the following emergency procedures occur and any steps that have or will be taken.

Suspicious Activity

1. Recognize unusual (out of the ordinary) behavior of actions that may indicate the person may be conducting preliminary activities or preparing for more imminent criminal or terrorist actions.
2. Assess by using your powers of observation. Do not be confrontational. Do you feel strongly that an attack may be imminent?
3. Get a good physical description of the person, including race/sex, approximate age, height, weight, hair color, and clothing from the top down (hat, jacket, shirt, pants, and shoes).
4. Look for other associates, persons, vehicles, or indications of a weapon.
5. Consider a ruse to reduce a potential threat (for example, mechanical trouble).
6. Report the circumstances that gave rise to your suspicions.

Suspicious Package or Substance

1. Recognize suspicious items based on appearance, location, and absence of logical explanation for the presence of the item. Be ready to give a good description of the item regarding its placement, location, size, shape, and color.
2. Assess the situation – determine for yourself if this may be a dangerous situation.
3. Move a safe distance away if possible (do not touch).
4. Look for a person of interest who may be focusing on the package.
5. Report the item to Dispatch, noting location and specific reasons it is suspicious.

Armed Threat

1. Do not confront any suspects or put yourself, passengers/patrons, or others in jeopardy by attempting to intervene.
2. Quickly assess by using your powers of observation. Watch out for accomplices or other individuals threatening your escape.
3. Perform evacuation (EVAC) or lockdown (shelter-in-place) immediate action, based on your best judgment on which immediate action provides the best protection.
4. Report – contact Dispatch as soon as possible.
5. Prepare for the arrival of all responders and provide additional descriptive information about the attackers and any injured persons.

Explosives Threat

If the threat is communicated to or discovered by a transit agency employee and if possible, determine as much of the following within a few seconds because time is critical:

1. Assess by using your powers of observation. Make sure you are not at immediate risk from another person.
2. What is the location of the device?
3. When is the device supposed to explode?
4. What does it look like?
5. What is the type of explosive involved (pipe bomb, package bomb, car bomb, truck bomb)?
6. Who placed it?
7. Why was it placed?
8. Report – contact Dispatch to determine if an evacuation will be undertaken.
9. If a threat device is located or an evacuation is ordered, perform an EVAC immediate action.

Explosives/Incendiary/Fire Attack

1. Perform EVAC immediate action.
2. Watch out for a secondary attack or accomplices threatening your escape. Assess by using your powers of observation. Continue to move away from the impacted area, leading passengers/patrons and anyone else in the vicinity to safety.
3. Do not stop or congregate near an area where other threats may be concealed, and DO NOT TOUCH affected persons.
4. Report – contact Dispatch as soon as possible.
5. Prepare for the arrival of responders and provide additional descriptive information about the attack and locations of any injured persons.

Chemical or Biological Threat

If the threat is communicated or discovered by a transit agency employee and if possible, determine or ask the following:

1. Assess by using your powers of observation. Make sure you are not at immediate risk from another person.
2. What is the location of the device?
3. When is the device supposed to be activated?
4. What does it look like?
5. What is the type of agent involved (chemical, biological, radiological)?
6. Who placed it?
7. Why was it placed?
8. Report – contact Dispatch to determine if an evacuation will be undertaken.
9. If device is located or an evacuation is ordered, perform EVAC immediate action.

Biological Agent Attack

Biological Incident Indicators – the effects of a biological agent make take from hours to days after exposure to become evident. With that in mind, transit agency employees must be aware of possible biological agent delivery techniques. These include sprayers, aerosol dispersal devices, and powder sprinkled in populated areas or in areas where air flow occurs. If a transit agency employee sees an individual using a dispersal device or technique, the following immediate action should be implemented:

1. Take measures to put barriers and distance between the threat and you, passengers/patrons, and anyone else in the vicinity.
2. Perform lockdown or EVAC immediate action (IA), as appropriate (if in a vehicle, do not go near the facility that is reporting the attack).
3. As soon as possible, call Dispatch.
4. Follow police or Dispatch instructions.
5. Refer to the material as HAZMAT until it can be identified. Do not say “biological attack,” because it would not be confirmed as true at the time.

Chemical Agent Attack – Inside Vehicle or Building

Chemical Incident Indicators – two (2) or more people exhibiting similar symptoms. Some examples include lying on the ground, nausea, vomiting, sensitive eyes, or tightness of chest. Note that chemicals may be colorless and odorless, so your observations may be the only assessment information you can provide to Dispatch. These chemicals may seriously injure or kill in a matter of seconds to minutes. If a transit employee sees a situation that matches this indicator description inside a vehicle or facility, the following immediate action should be implemented:

1. If the attack is in a building, perform EVAC immediate action.
2. If the attack is in a vehicle, the preferred action is for the bus driver to pull the bus over to a location where it is safe to then perform the EVAC immediate action. If it is required to immediately stop the vehicle to protect the safety of onboard passengers, then immediately stop the vehicle wherever necessary in order to evacuate as safely as possible
3. Continue to leave the area, leading your passengers/patrons and others in the vicinity to safety.
4. Do not stop near the area where other threats may be concealed and DO NOT TOUCH affected persons.
5. Consider removing outer layer of clothing (which removes >80% of contaminants) and move farther away (upwind/uphill) from the piles of clothing. Advise your passengers/patrons and others that help is on the way and that they should remain with you for protection against possible contamination from HAZMAT.
6. Report – inform Dispatch as soon as possible.
7. Refer to the material as HAZMAT; do not say “chemical attack” because it would not be confirmed as true at the time.

Chemical Agent Attack – Outside Vehicle

Chemical Incident Indicators – two (2) or more people exhibiting similar symptoms. Some examples include lying on the ground, nausea, vomiting, sensitive eyes, or tightness of chest. Note that chemicals may be colorless and odorless, so your observations may be the only assessment information you can provide to Dispatch. These chemicals may seriously injure or kill in a matter of seconds to minutes. If a transit employee sees a situation that matches this indicator description outside of a vehicle or facility, the following immediate action should be implemented:

1. Do not enter the attack area or if you are already in the area, leave the area of the attack immediately.
2. Leave barriers to the attack in place (if you are on a bus and the attack takes place exterior to the bus, doors should remain closed to shut off air circulation, if possible); however, if barriers have been removed, consider an immediate evacuation of the vehicle or facility. In such case, use emergency and normal exits to get away from the area of attack and outside into fresh air. Remember that it might not be possible to evacuate if the main attack is near the vehicle or facility.
3. Once away from the attack area, move further away as quickly as possible. Perform EVAC immediate action.
4. Continue to leave the area, leading your passengers/patrons and others to safety.
5. Do not stop near an area where other threats may be concealed, and **DO NOT TOUCH** affected persons.
6. Consider removing outer layer of clothing (which removes >80% of contaminants) and move farther away (upwind or uphill) from the piles of clothing. Advise your passengers/patrons and others that help is on the way and that they should remain with you for protection from possible contamination from HAZMAT.
7. Report – inform Dispatch as soon as possible.
8. Refer to the material as HAZMAT; do not say “chemical attack” since it would not be confirmed to be true at the time.

Lockdown or Shelter in Place

1. Do not open doors to approaching persons who may represent a threat.
2. Use barriers and distance from the threat for yourself and other employees and patrons that are unaffected by the threat.
3. Assess the situation.
4. Call in a report to Dispatch to seek information regarding evacuation versus shelter in place options.
5. Be aware – persons may attempt to block your ability to exit the area. This is important if evacuation becomes necessary.
6. As long as your position appears safe, await further instructions from dispatch or police, if possible.

Evacuate (EVAC)

Perform EVAC immediate action:

| | | |
|----------|-----------------|--|
| E | EVACUATE | the immediate area (bus or building); |
| V | VACATE | the entire area. Keep going and put distance and barriers in place between you and the incident. If outside, get at least 100 yards away, preferably upwind and uphill from the incident location. |
| A | ASSESS | the situation. Continue to protect yourself and your passengers/patrons or other co-workers from the incident. |

C COMMUNICATE Call in a report to Dispatch.

Note: One question that comes up with the need for a vehicle or station evacuation is, "What should the message be to the passengers and/or patrons?" One suggestion is to use the following message:

"There is an emergency in the system. We must evacuate NOW. Follow me. Leave the area as quickly as possible."

Or, a general public address announcement could be:

"There is an emergency in the system. Evacuate immediately. Leave the area as quickly and safely as possible."

In both cases, the message should be repeated.

Safety & Security Incident Reporting

All safety and security incidents must be immediately reported to Dispatch and MMT. The Safety & Security reporting form shall be submitted within 24 hours. Incident types include, but are not limited to:

- Vehicle collisions;
- Fires;
- Damage to property;
- Evacuations of individual buses or revenue facilities;
- Personal security incidents including assaults, robberies, theft, rapes, attempted homicides, suicides or homicides perpetrated on City property or against patrons or personnel;
- System security incidents including suspicious packages, bomb threats, bombings, chemical/biological/nuclear attacks, burglaries, arson, sabotage, or vandalism;
- Medical incidents for which emergency services are contacted; and
- Slips and falls of patrons or personnel involved with the transit system.

Each incident shall be described with as much detail as possible and submitted by email upon completion.

Preventable Accidents

MMT, at its sole discretion, will determine whether an accident was preventable and assess any liquidated damages in accordance with each individual contract.

Contractors should be aware that vehicle collisions with fixed objects are almost always preventable.

Inclement Weather

MMT's response to inclement weather may include:

- Providing full service while conditions are safe for vehicles to travel;
- Delaying or suspending service;
- Providing limited service; or
- Shutting down the system.

Notification for Partial or Total System Shutdown

MMT shall contact Contractors to update status. If inclement weather forces the system to shut down after the day's operations have begun, passengers may be returned to their original boarding locations.

Mountain Metro Mobility

Mountain Metro Mobility shall provide only critical services, such as rides to dialysis or for urgent medical appointments, during inclement weather, as determined by MMT. Emergencies should be directed to 911. The Contractor shall remain aware of delays and closings of local medical and activity centers and communicate with customers who were scheduled for rides.

If inclement weather requires Mountain Metro Mobility service to shut down after operations have begun, efforts will be made to ensure passengers that were brought out are returned home safely.

MMT Notification of Irregular Service

There may be times when service is suspended or rerouted and the cause is not inclement weather (i.e. road construction, special events, etc.). MMT will provide notice of any interruption or change in service via broadcast news, social media, phone messages, and on www.mmtransit.com.

MMT will notify the operations contractors directly of any irregular service.

Red Light Penalty Assessment Notice

The City of Colorado Springs operates red light cameras at various locations throughout the city. A penalty assessment notice is sent to MMT for red light camera violations on MMT-owned vehicles. MMT will log pertinent information and forward the penalty assessment notice to the responsible contractor. The contractor will provide MMT notice of 1) a driver's intent to contest the violation or 2) provide proof the penalty amount was paid within seven (7) calendar days of receiving the penalty assessment. This information shall be provided to MMT's Safety and Compliance Supervisor and assigned MMT Project Manager. If a Delinquent Penalty Assessment notice is received, MMT will forward the notice to the Contractor. The Contractor will pay the delinquent penalty amount within two (2) calendar days and provide proof of payment to MMT's Safety and Compliance Supervisor and assigned Project Manager.

INFORMATION TECHNOLOGY POLICIES

Computer Usage & Computing Environment

Computers are provided to Contractors and their employees solely to conduct official business.

If Contractor employees require access to MMT or City of Colorado Springs IT systems, a Contractor supervisor must complete the proper IT access request forms. All City policies and procedures must be followed, including password protocols. Pertinent policies may be found at the following links:

- [Information Technology Acceptable Use Policy](#)
- [Password Policy](#)
- [Remote Access Policy](#) (for those with VPN Access)
- Network Access Form (email transitit@coloradosprings.gov for the latest version)

Know Who to Contact

Mountain Metro Transit is a division of the City of Colorado Springs and therefore uses the City's network, email, and phone system. MMT also has its own in-house IT support who work specifically on transit-related systems and software. This section identifies which group Contractors should contact in case of an IT problem.

City IT

Contact the City IT Helpdesk at (719) 385-5831 or via email at itservicedesk@coloradospring.gov if employees experience the following problems:

- Resetting passwords for computer logon or Cisco voicemail; or
- Reporting network, email, or phone outages

MMT IT

Contact MMT IT at transitit@coloradosprings.gov if employees experience the following problems:

- Issues with any Trapeze system, module, interface, etc.;
- Resetting a Trapeze password;
- Requesting Trapeze permissions;
- Issues related to M5 AssetWorks;
- Issues related to on-board IT equipment;
- Issues related to on-board cameras or the SEON vmaxlive.net web application; or
- GFI software issues.

Finally, some Contractors have opted to install their own networks and use their own computers for corporate business. These systems are not supported by either City or MMT IT. Contractors should contact their internal IT support for issues related to their own systems.

Information Technology Emergencies

Most MMT Contractor buildings are equipped with enough computers to provide redundancy when needed. All MMT-provided computers are designed so that any user within the City's domain (with a @coloradosprings.gov email address or City login) is able to work on any machine. Therefore, if one machine experiences issues that prevent an employee from working regularly, that employee can move to any other open machine. Cisco telephones are also portable – the phone just needs to be plugged into a port nearby the computer the employee is working on and also into the computer itself.

For transit matters (see *Know Who to Contact* for the definition of a transit matter) that affect more than one user, Contractors shall send an email to transitit@coloradosprings.gov and an on-call support person will respond.

For City IT matters (see *Know Who to Contact* for the definition of a City IT matter), Contractors shall dial (719) 385-5831 to access the City IT helpdesk or email itservicedesk@coloradosprings.gov to put in a ticket.

CUSTOMER SERVICE POLICIES

Customer Service, General

Contractor personnel are expected to maintain a professional attitude and congenial manner and to always treat individuals with courtesy, dignity, and respect.

Customer Service Dos:

- Greet each customer in a friendly manner;
- Inform customers of any delays, detours, etc.;
- Make every effort to answer a customer's question(s) and direct them to call (719) 385-RIDE (7433) for questions the Contractor employee does not know the answers to; and
- Make every effort to adhere to the publicized schedule so that customers can rely on the service.

Customer Service Don'ts:

- Don't criticize other drivers, supervisors, management, MMT, or its service when within earshot of customers; and
- Don't allow conversations with customers to distract from performing duties.

Customer Complaints, Commendations, and Enquiries

The COM system is MMT's Trapeze software module used to record and track customer service enquiries, complaints, commendations, comments, and lost and found items. Contractors shall assign points of contact for customer complaints, commendations, and enquiries and send an email to transitit@coloradosprings.gov with the contact(s)' name(s), email address(es), and phone number(s) so the contact(s) may be entered into the COM system.

Information Gathering

All customer complaints shall be directed to Customer Service at (719) 385-RIDE (7433). It is the MMT Customer Service Representative's duty to gather complete and accurate information and to enter the incident into the COM system.

Once the record is saved, the COM system generates an automatic email to the assigned contact, marking the end of the Information Gathering stage.

Investigation

Once the assigned contact(s) receives the automatic email, they begin the investigation. Tools for investigation include, but are not limited to:

- Audio and video from vehicles equipped with on-board cameras;
- Video from facility cameras;
- Transit Master Ops, Playback, and Report Shell;
- Trap 4 Reports;
- Trap 4 Bus Stops;
- OPS Daily Dispatch Log or Daily Activity Log;
- Google Maps; and
- Audio from recorded radio transmissions and phone calls.

The Investigator(s) enter(s) their findings into the COM Investigator tab and marks the investigation as complete, marking the end of the Investigation stage.

In the event a COM incident is not able to be resolved within three (3) business days, the Investigator must provide an explanation to the assigned MMT Project Manager. Requests for additional investigative materials should be accomplished at the earliest opportunity to facilitate prompt investigation.

Follow-Up

Once the investigation has been completed, the assigned MMT Project Manager in charge of the area reviews the COM record to determine whether the complaint is valid for compliance purposes. The assigned MMT Project Manager informs Customer Service of the determination and MMT Customer Service then contacts the customer (if requested). The assigned MMT Project Manager closes the COM record.

It is clearly understood that MMT has no jurisdiction in dealing with or punishing the Contractor's employees. Any MMT contact with a Contractor's employee must be conducted with the Contractor's full knowledge and participation.

Lost & Found

Items found on buses or at transit facilities shall be turned in at the front desk at 1015 Transit Drive. Found items shall be catalogued and retained for 14 calendar days. Customers may pick up found items between 8:00a.m. and 4:30p.m. Monday through Friday.

Neither MMT nor the Contractor are responsible for items found in transit facilities.

- MMT and Contractor employees are required to turn in all found items to the Transit Administration Building. Employees shall not attempt to locate the owner of the property.
- Contractors shall place each item in an individual bag and deliver all items, along with a completed turn-in sheet, to the MMT Customer Service desk by 9:30a.m. each MMT administration business day. Prompt delivery allows Customer Service Representatives to begin answering calls regarding items lost on the previous day.
- Neither MMT nor Contractor employees may claim items found on transit property.
- Any items not claimed after the 14-day period become the property of the City of Colorado Springs and shall be disposed of according to proper procedures. Customer Service Representatives will remove and destroy Personal Identification Information (PII) prior to disposing of lost and found items.
- If a customer calls to ask about an item that is turned in after the call, MMT will call the customer back to let them know when and where the item may be picked up.
- Bicycles left at the Downtown Terminal will be tagged by the Terminal Supervisor or security personnel after 24 hours. Bicycles remaining after three (3) calendar days will have their locks cut (if necessary) and will be returned to the Transit Administration Building for processing.

The following items may be disposed of immediately:

- Food items and associated containers;
- Loose personal items (i.e. not in bags) to include makeup, toothbrushes, combs, etc.;
- Loose papers, envelopes, unidentifiable papers, etc.;
- Cigarettes and related items such as rolling papers; and

- Filthy clothing items, single gloves in poor condition, dirty towels or washcloths, etc.

Hazardous items including but not limited to syringes, drugs or drug paraphernalia, chemicals, weapons, boxes, and luggage, should be called into Dispatch immediately upon discovery. Dispatch may require that the bus hold its position while the proper authorities are notified. Dispatch will inform MMT of any steps taken.

SERVICE OPERATIONS POLICIES

Fares

Fixed-Route Fares

Passengers must pay the appropriate fare in order to ride a Metro bus.

Signs are posted on all fare boxes stating either 'Total Fare Required' or 'Please Have the Exact Cash Fare or Ticket Ready'. MMT does not accept credit or provide free rides to passengers who are unable to pay the full fare price at the time of boarding.

If the person is unable or unwilling to pay the full fare, the driver will advise the person that they must exit the vehicle. If the person refuses to exit the vehicle, the driver will advise the person that law enforcement will respond. If the person refuses to exit the vehicle, the driver shall radio Dispatch to contact law enforcement and shall keep the vehicle parked at its current location. Dispatch will inform MMT of any steps taken.

Under **NO CIRCUMSTANCES** will the driver issue a transfer unless the appropriate FULL fare is paid.

Under **NO CIRCUMSTANCES**, will the driver suggest that any other person(s) pay the fare for someone who is unable or unwilling to do so.

A fixed-route driver shall not accept or handle cash (unless farebox assistance is required by a customer's disability).

Signage is posted above the driver's seat on all fixed-route vehicles. The phone number posted is for the riding public to notify MMT if a fare has been accepted or collected by a driver.

City employees may ride buses at no charge while on official City business. City employees will present appropriate City identification and state that they are on official business. Drivers will use key 1 for these riders.

Fixed-Route Fare Period

Paid customers are allowed to ride to the end of the line, at which time they are expected to leave the bus. At the end of the line, passengers are allowed re-board the bus and pay the appropriate fare or swipe their valid pass.

At the discretion of the driver, the second fare may be waived in the case of a customer who boarded the bus shortly before the end of the line for safety purposes (weather, disability, ability to access other stops, missed stop, etc.)

Fixed-Route Transfers

Passengers utilizing a 31-Day Pass, a Single-Day Pass, or other special passes will NOT be issued transfers. Though these passes are considered a paid fare, there is no need for a transfer, as the passes are valid for an entire day through their expiration date.

During Farebox Policy operations, transfers **SHALL NOT** be issued.

Metro Mobility Fares

Passengers must pay the appropriate fare in order to ride Metro Mobility.

Please refer to the Metro Mobility Guide-to-Ride for the most up-to-date policies regarding the fare. The Guide-to-Ride covers the fare policy for both ADA Complementary Paratransit and the Taxi Choice Option.

Drivers cannot accept a personal check for a single ride; however, a ticket book may be purchased from the driver using a personal check or money order. Please refer to the Guide-to-Ride for a list of ticket fare booklet pricing. Checks should be made out to City of Colorado Springs.

If a Metro Mobility rider encounters an unforeseen circumstance and is unable to pay for their return trip, a trip will still be provided. The owed fare will be due no later than the next requested trip. No additional rides will be provided until the owed amount is paid.

The Contractor will be notified of returned checks and are responsible for collecting amounts due, including applicable bank fees. Riders that have written two (2) or more bad checks will no longer be allowed to write personal checks for ticket fare booklets, but may pay with cash, cashier's checks, or money orders. Payment for restitution for a returned personal check will be brought to Transit for a separate deposit and will not be deposited with other fare revenues.

Metro Mobility drivers may handle cash fares. The Mobile Data Terminal (MDT) will state "fare to collect," with a dollar amount the driver must collect. The driver collects the fare by cash, check, or a green ticket. If a client does not have acceptable fare, the driver must call Dispatch immediately to determine if the ride can be performed. The driver then enters the amount collected on the MDT and secures the revenue.

Animals on Vehicles and Transit Property

Service animals and pets are allowed on vehicles and on transit properties. Companion, therapy, or comfort animals are not considered service animals under the Americans with Disabilities Act and must be confined in an enclosed pet carrier.

Pets may be allowed on transit vehicles and properties only when confined to a cage or container that will prevent direct contact between the animal and employees or the public.

Service animals are individually trained to do work or to perform tasks for people with disabilities. A service animal must be under the control of its handler. The tasks performed by the animal must be directly related to the person's disability.

When boarding a vehicle, the passenger should inform the driver they are being accompanied by a service animal. When **it is not obvious** what service an animal provides, the driver or facility supervisor may only ask these questions:

1. Is the animal required because of a disability?

2. What work or task has the animal been trained to perform?

Examples of such work include, but are not limited to, guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting or assisting a person who is having a seizure, calming a person during a panic attack, or reminding a person to take medication.

If a passenger uses the wheelchair lift and their service animal is uncomfortable using the lift, the customer may request that the driver escort the animal onto the bus using the steps. The animal should remain in the owner's lap or sitting/lying at the owner's feet. The animal cannot occupy a separate seat or block entry to or exit from the vehicle or facility.

A person with a disability cannot be asked to remove a service animal from public transportation unless the animal is out of control and the owner does not take effective control, or the animal is not housebroken. Examples of "out of control" behavior include excessive barking, growling, or nipping at other passengers; walking around without the owner; and producing bodily waste or otherwise disturbing the passengers. A single "accident" involving bodily waste by a service animal is not evidence that the animal is out of control. A second incident may be considered a pattern, and the animal (not the passenger) may be denied future entry. A disabled customer shall NOT be asked to clean up after their animal.

Driver or Facility Supervisor Procedures:

1. If a person enters an MMT vehicle or facility with an animal and it is not obvious that it is a service animal, ask the owner if the animal is a pet. If the person states the animal is a service animal, states a legitimate purpose for the animal, the driver or supervisor must allow the animal on the vehicle or in the facility.
2. If the animal is out of control, notify the owner to maintain control of the animal and allow the owner an opportunity to comply.
3. If the service animal continues to be out of control, notify the passenger that the ANIMAL must leave the vehicle or facility, or law enforcement will be contacted.

Baby Strollers & Child Safety Seats

Baby strollers and child safety seats are allowed on Mountain Metro buses and Metro Mobility buses. Strollers shall be folded for the safety and comfort of riders.

The stroller shall be collapsed before boarding the bus; if this makes boarding difficult, the driver may deploy the wheelchair lift to assist the passenger. The stroller shall remain folded and stowed either under or next to the seat, out of the center aisle, and the child shall be seated next to or on the guardian's lap during the ride.

If pets are transported via stroller, they shall be in an approved carrier that is detachable from the stroller while on the vehicle. Pets are not service animals.

If a service animal is transported via stroller, the stroller shall be collapsed before boarding unless the stroller is required for the animal to perform its trained tasks and the stroller does not impede safe entry and egress of the vehicle.

Drivers shall not install or strap child safety seats onto vehicle seats.

Drivers should be aware that some mobility devices look similar to a baby stroller and usually have four (4) equally-sized wheels. These are mobility devices and should be treated as such.

Carts & Luggage

Due to the shared nature of transit vehicles, space for luggage and other items is limited. Luggage, grocery bags, and other items such as grocery carts are permitted but must be stowed out of the aisle. There is no need to ask passengers to remove the contents from their carts.

Wagons are not permitted on transit vehicles.

Bicycles

Bicycles are not allowed to be carried onto the bus and must be secured on the bike racks provided at the front of the bus.

If the tires on the bicycle will not fit in the bike rack, the bicycle will not be transported. The rider may board the bus if they still desire transportation without the bicycle.

Mobility Device Securement

Passengers in mobility devices may ride either secured or unsecured at their own discretion.

No passenger shall be refused transportation on the grounds of riding unsecured.

The driver is required to ask every passenger boarding the bus in a mobility device whether they want to be secured. If the answer is no, the driver shall respect their wish without question or comment and shall report an unsecured wheelchair to Dispatch via the on-board Mobile Data Terminal (MDT).

The passenger may secure themselves. Regardless of who secures the mobility device, it is the driver's responsibility to ensure securement is properly done. The driver will offer to provide the assistance the passenger needs, including securing the mobility device for them.

Mobility devices are never to be secured by footrests, armrests, or joysticks.

Transporting a person in a mobility device shall be entered into the farebox using Key 9 *in addition to* how fare was paid.

REVENUE SERVICE OPERATOR-SPECIFIC POLICIES

Dispatch

The Fixed-Route and Paratransit Contractors are responsible for providing dispatch for their operation. Drivers are to communicate directly with Dispatch regarding service-related issues and concerns. Dispatch is required to communicate various service-related issues with MMT as described throughout this PPM. Drivers and dispatchers will observe proper radio etiquette while communicating on the radios. Drivers and dispatcher will observe the following etiquette:

- Drivers may contact Dispatch by pressing the black button on the mic and stating their radio call number: "Base, this is 601." Dispatch will acknowledge the caller and a two-way conversation will proceed. The Driver shall not continue the conversation until a response from Dispatch is heard.
 - The radio call number is listed on the driver's run card.

- Vehicles not assigned to revenue service shall use the coach number as the radio call number.
- If a dispatcher answers a call with, “Stand by,” the driver should wait with no further communication. Dispatch will return contact as soon as possible.
 - If the communication is due to an emergency, say so immediately: “Base, this is 601 with a [state the emergency].”
- Conversations must be kept as brief as possible.
- Idle chatter or personal opinions over the radio is prohibited.
- Use of obscene or profane language is strictly prohibited.
- All radio transmissions are monitored and recorded.
- At no time will a driver interrupt the dispatcher while they are communicating with another driver over the radio.
- At confirmation of contact (dispatcher will say, “601, this is Base”), response should include:
 - Radio call number;
 - Location and direction of travel (i.e. inbound, outbound, etc.);
 - State the problem (and use a 10 code if possible)
 - Specify the type of assistance needed: Police, fire, ambulance, supervisor, or maintenance.

Items Required to be Carried while on Duty

Revenue Vehicle Operators (RVOs) must be in the possession of the following while operating an MMT Revenue Vehicle:

- Valid applicable Colorado Driver License (fixed-route drivers must possess a Class B (or A) with P2 Endorsement);
- Appropriate customer schedules; and
- A digital watch that functions as a timepiece only (no internet-connected watches)
 - The watch will be used as a back-up for time-keeping when AVL time is not working.

Dress Code

Contractor staff will present a professional appearance to the public while on duty.

Some Contractor staff will be required to wear a uniform including drivers and supervisors. Acceptable uniform type, style, color, etc., will be agreed upon between MMT and the Contractor. Uniform shirts shall include an MMT logo and name badge. Uniforms will be neat, clean, and pressed.

Uniforms shall not be worn while off duty except when travelling directly to or from work or when making a brief convenience stop (gas station, fast-food drive-thru, etc.) during those times. Contractor staff serving as “protection” are considered to be on duty and must remain in uniform.

No pins, tags, buttons, or embroidery shall be added to uniforms with the exception of small, innocuous and non-provocative union pins or employee award pins. The displaying or wearing of any racial, ethnic, sexual, or other items that could be considered defamatory or obscene is strictly prohibited.

Contractor staff will practice good hygiene and present a well-groomed appearance including clean hands, teeth, ears, fingernails and neat, clean, hair, beard, and mustache.

Beginning and Ending a Shift

Drivers are expected to perform certain duties when departing from and returning to the yard, and also relieving another driver.

Departing the Transit Yard

At the beginning of the day, each bus shall be pre-tripped and any defects shall be noted on the Driver Vehicle Inspection Report (DVIR) in that bus. Pre-trip inspections and DVIR sheets shall also include the status of on-board IT equipment and systems, including:

- Fareboxes;
- Mobile Data Terminals (MDTs);
- Cameras (inspect hardware for damage, etc.);
- Variable message signs;
- Head sign programming; and
- Speak-Easy announcement system.

The driver performing the pre-trip inspection must sign and date the DVIR. Major issues shall be reported immediately to Dispatch.

The driver MUST log on to the MDT before departing the yard. If departing late, the driver must also radio Dispatch when leaving the yard.

Driver Relief

The relief driver should depart the MMT campus as scheduled in order to arrive at the relief point early enough to ensure adequate time for vehicle inspection. The driver to be relieved shall pull into the relief point and turn on all exterior lights so that the relief driver may make sure they are working prior to boarding the bus. The relief driver shall review the DVIR report notes from the earlier driver and shall inspect each defect noted by that driver to see if the problem is intermittent or constant and note their findings on that DVIR.

The driver to be relieved shall make every effort to communicate any issues related to the bus, as well as any detours on the route, to the relief driver at the relief point.

The driver to be relieved MUST log off of the AVL (and the GFI farebox and head sign system separately if the coach is experiencing issues with its AVL system) and the relief driver MUST log on before departing the relief point.

Returning to the Yard

At the end of service, the driver shall deadhead back to the MMT campus on Transit Drive. Upon arrival, the driver must complete the post-trip report on the DVIR and sign and date the form. Fixed-route drivers shall leave the vehicle's four-way flashers on to notify maintenance that the bus is ready for nightly fueling, cleaning, etc.

If during the inspection any safety defects are discovered, the driver shall notify Dispatch and park the vehicle in the defect line or location specified by Dispatch. The driver must deliver the yellow copy of the DVIR to Maintenance in the designated DVIR bin and take the white copy to the Contractor's dispatch desk immediately after completing the post-trip report. The pink copy must remain in the vehicle, attached to the DVIR book.

Inoperable Wheelchair Lift

Before beginning operation for the service day, a lift/ramp must be cycled to ensure it can be operated under its own mechanical power and not manually operated. If a vehicle's lift/ramp is not functional, the vehicle will not be placed into service until all necessary repairs are made.

If while in revenue service, a lift/ramp cannot be either manually or mechanically operated, the driver will contact Dispatch for road supervisor assistance prior to troubleshooting the issue. If the driver is still unable to utilize the lift/ramp, the vehicle shall be taken out of service.

Steps for troubleshooting:

- Check dashboard panel for trouble light; respond accordingly
- Stow and redeploy the lift/ramp
- Test lift/ ramp operation without wheelchair on board

The driver shall radio Dispatch to request maintenance personnel to bring an emergency ramp if a passenger needs to disembark and the lift/ramp is inoperable. If a passenger cannot board a fixed-route bus due to an inoperative lift, and the next vehicle is more than 30 minutes from arrival, the Contractor shall provide alternate transportation.

On-Board Equipment Malfunction and Misuse

All on-board equipment and IT systems must be functional during operations. If any system is down, the vehicle may be removed from service until the necessary repairs are made.

Malfunction of any technological system shall be reported to MMT immediately. A vehicle with malfunctioning equipment will only be used in service if there are no other available vehicles.

See Beginning and Ending a Shift for more information on pre-trip and post-trip inspection areas.

Onboard Information Stations

Onboard Information Stations (OISs) are for Transit related materials only.

The right-side slot should be used if there is only one 8 ½" by 11" piece of literature being displayed to the Metro logo exposed. The four (4) narrower slots are for Metro Matters newsletters and bus schedules.

The Maintenance Contractor will remove literature on the printed expiration date, as well as any unapproved literature affixed to the OIS.

Distracted Driving

MMT is committed to providing safe and reliable public transportation. MMT's commitment to safety shall not be put at risk with distracted driving. Distracted driving is any non-driving activity a person engages in that has the potential to distract them from the primary task of driving and increase the risk of crashing. Eating, talking, texting, reading, grooming, etc. are all examples of distractions that divert attention away from driving.

Eating on Vehicles

Drivers may wish to pack snacks or drinks to enjoy during their shifts. Eating on vehicles is permitted only while the vehicle is stopped on the side of the road or off the road in a safe location. Eating or drinking behind the wheel puts both passengers and the general public at risk and should never occur. Drivers are also expected to clean up any crumbs, spills, or trash resulting from their meals and/or snacks.

Cell Phone Usage

Drivers shall not use cell phones, including hands-free or Bluetooth devices, while operating a transit vehicle or while sitting behind the wheel. According to the National Highway Traffic Safety Administration, drivers who use cell phones are four times as likely to get into crashes serious enough to injure themselves. The University of Utah found that drivers on cell phones are more impaired than drivers with 0.08 BAC.

Cell phones may be used only when the vehicle is stopped on the side of the road or off the road in a safe location and drivers have exited the driver's seat. Stopped in traffic or at a traffic signal does not qualify as "in a safe location."

Texting while driving is strictly illegal within the state of Colorado.

Sending AVL Messages

Sending messages via the Mobile Data Terminal (MDT) should not be done while the vehicle is in motion. Drivers should wait until the vehicle is safely stopped at the side of the road or off the road in a safe location before attempting to send a message via the MDT.

Talking to or Assisting Passengers

While MMT expects a certain level of customer service from its drivers (See Customer Service, General), it is important to avoid unnecessary communications while the bus is in motion. If it is absolutely necessary to speak to a passenger, drivers must do so while maintaining their focus on the safe operation of the vehicle. Anytime the conversation impacts safe driving, drivers shall delay the conversation until the next available safe location, such as a bus stop.

Radio Calls

It is important to keep radio calls to a minimum while operating the vehicle. Drivers shall wait until the vehicle is stopped in a safe location to communicate with Dispatch unless absolutely necessary. Drivers must not radio other drivers or supervisors; all communication must be routed through Dispatch.

Reading

Drivers may need to refer to run cards, maps, etc. to perform their job duties. These actions should be performed while the vehicle is stopped in a safe location.

Drivers may read personal non-job-related materials only at layover points when time allows. Personal reading shall not be done behind the wheel.

DO NOT DRIVE WHILE DISTRACTED!

Stop Announcements

An automated on-board system announces (both audibly and visually) bus stops at transfer points, major intersections or destinations, and at intervals along routes sufficient to permit individuals with visual

impairments or other disabilities to be oriented to their location. Drivers will be responsible for making these announcements if the on-board system fails or upon the request of an individual with a disability.

Time Points and Run Schedule

Time points are set at specific locations to help keep the system on schedule. Leaving a time point ahead of schedule can leave riders stranded and is unacceptable.

Instances when a bus is running ahead of schedule will be logged by Dispatch and will require the Contractor to rectify. Dispatch will log when the bus is back on schedule.

Drivers must use AVL for timekeeping. AVL time is the basis for determining whether time points are met or not. Personal digital watches will be used as back-up, only when AVL is not working.

Dispatch Radio Communications

All fixed-route bus communications must be routed through the fixed-route Contractor. ADA paratransit communications are routed through the ADA Paratransit Contractor.

The use of the bus radio for communicating through Dispatch is critical to providing coordination and information for timely on-street service to the public.

Field Communication Activity:

Drivers shall contact Dispatch in the following circumstances:

- Any collision between a transit vehicle and another vehicle or fixed object, regardless of whether the vehicle appears to be damaged.
- Any incident on the bus, such as:
 - A fare dispute;
 - An argument with a passenger;
 - A sick or injured passenger;
 - Physical violence on the bus between passengers; or
 - Assault on either a passenger or the driver.
- Information regarding articles left on the bus (see Lost & Found procedure).
- Unexpected detours or blockades on the route.
- Running five (5) minutes or more behind schedule for any reason (dispatch to verify).
 - Running late due to heavy traffic, wheelchair boardings, heavy passenger loads, inclement weather, etc. are generally considered normal operation. These conditions need not be called in if the driver can make up time before the next time point.
 - Cannot make terminal pullout on time.
- A mechanical problem that may cause a delay in schedule time or interfere with passenger comfort.
 - In the event a mechanical failure requires the driver to shut down the bus: first, shut the engine off, and then, turn on the master switch to continue monitoring the radio for further instructions.
 - Once the mechanical problem is resolved, advise Dispatch and request further instructions.
- Any passengers passed up due to an overload, wheelchair spaces are full, lift is inoperable, or a bike rack is full.
 - The driver must stop and inform passenger of overload before passing them up and informing Dispatch.

- All inoperable lift incidents must be called in to Dispatch, whether at pull-out or on route.
- Report a bus change at the garage or in route or if the driver is filling in another space on a route.
- Driver shall not deviate from the prescribed scheduled or deadhead route without specific instruction from Dispatch. If off route or lost:
 - The driver is to stop and call as soon as possible with their current location.
 - Dispatch will get the driver back on route with minimal service delay and inconvenience to passengers.
- AVL not working.

Dispatch will give direction to the drivers regarding highway and on-street operation. The driver retains responsibility to ensure the safe operation of the vehicle and will advise Dispatch of any unsafe conditions.

MMT uses codes to briefly describe situations that may arise. The following is the 10 Code Number Chart that will be used by Dispatch and Drivers:

| | |
|-----------|--|
| 10-1 | Major Disturbance: Visible Weapon |
| 10-2 | Major Disturbance: No Visible Weapon |
| 10-4 | Acknowledged/Understood |
| 10-7 | Out of Service (and add location) |
| 10-8 | In Service (and add location) |
| 10-9 | Repeat/Not Understood |
| 10-10 | Estimated Time of Arrival (and add location) |
| 10-11 | Radio Check |
| 10-13 | Advise Weather/Road Conditions |
| 10-16A | Unsecured Wheelchair Passenger |
| 10-20 | Location |
| 10-24 | Terminal Buses Ready to Depart |
| 10-25 | Mechanical Trouble (and add location) |
| 10-25B | Mechanical Trouble – Brakes (and add location) |
| 10-28 | Accident/No Injuries |
| 10-29 | Accident/Injury or Injuries |
| 10-31 | Correct/Request Time |
| 10-35 | Clear to Depart Terminal |
| Code RED: | Emergency/NO RADIO TRAFFIC |

Farebox Data Entry for Fixed-Route Operators

Driver must log complete route and ridership information for every trip.

Driver and route information will be entered in the GFI farebox for each trip of service to include:

- Fare set;
- Route;
- Run;
- Trip;
- Driver; and
- Direction.

All passengers must be counted in the GFI farebox, whether automated or by the driver, and regardless as to whether the farebox is fully operational. The driver must be at the farebox when any passenger is boarding to ensure accurate passenger data is recorded.

All unclassified revenue is tracked and monitored. Any amount over 3% of total fares collected during a driver's run will be considered unacceptable. Any findings will be given to the contractor for review and follow-up.

Drivers must manually enter the count for all cash fares. Non-paying passengers, such as a child under the age of six (6), must also be counted manually. Drivers must count infants, as well.

The numbered keys are for short (not full fare) and other passenger information. :

- Key #1- Regular Passenger and City Employees on Official Business;
- Key #2 - Youth (6 to 18);
- Key #3 - Senior (60 and over);
- Key #4 - Child (under 6);
- Key #5 – Disabled;
- Key #6 – Bikes;
- Key #7 – Mobile tickets;
- Key #8 – Personal Care Attendants (with client with Metro Mobility ID);
- Key #9 – Wheelchair; and

All fixed-route operators shall utilize the following keys for any fixed-route service that is free to the public, including at present, Route 33, Route 36, and the free Downtown Shuttle. This also includes any future services that are fare-free. Drivers shall adhere to the following procedure:

- Drivers will use their best judgement in determining which short fare key to utilize. If a driver is familiar with the individual, they shall select the appropriate short fare key. For all other individuals, they shall select the following:
- If a person has a clear disability, the driver will select the disabled short fare (Key #5). Items such as canes, walkers, wheelchairs, service animals, or anything else that is clearly visible should be used to determine this. The driver will not ask about the nature of someone's disability or whether or not they have one.
- If a person clearly meets the age thresholds for youth (Key #2), senior (Key #3), or child (Key #4), the appropriate short fare key shall be selected. Should an individual fall into one of these age-related categories and have a clear disability, the driver shall select disabled short fare (Key #5)
- In any situation where the driver is uncertain about an individual, they should use the adult short fare key (Key #1).

Passenger counting is **always** required, even when in Farebox Coin-Bypass or Farebox Policy mode. If a passenger count is not possible on the keypad, then a written count shall be turned in to Dispatch at the end of the shift. This information shall be provided to MMT and shall include route number, bus unit number, and the range of time The Contractor's Dispatcher shall send all written counts to Transit Administration, attention Transit Scheduler.

The Contractor shall follow-up and correct all inaccurate data entered by their drivers. Should it be determined that a driver is not complying with these guidelines and continually enters wrong information, the driver must be removed from service until further training has been provided. Once the training has

been completed, the Contractor will provide, in writing, that the training and issues have been resolved before the driver will be allowed back in revenue service.

Farebox Malfunction

If the farebox malfunctions, Dispatch will document the bus number, driver name, route, and describe the malfunction that is occurring. Instructions from Dispatch will follow.

- During ***Coin-Bypass*** operation, the driver must continue to collect appropriate fares; the only difference is that coins drop directly into the vault without being counted. Drivers must still press the correct button for the fare collected and must therefore pay attention to the coins being dropped into the farebox.
- During ***Farebox Policy*** operation, no cash fares, passes, rider cards, or transfers may be accepted and riders shall be counted manually.

Under no circumstances may the driver collect cash.

The driver will notify Dispatch of a farebox malfunction and request a field repair. If the farebox cannot be repaired within **two (2) hours**, the bus will be replaced by a standby and taken to the maintenance shop upon reaching the end of the route. The downtown terminal supervisor is authorized to assist a driver with repairs while at the terminal.

If another bus is not available for an exchange, then the bus with the malfunctioning farebox will continue operations in Coin-Bypass or Farebox Policy mode until a standby becomes available.

Field repairs shall not delay a pullout.

Layover Points

A certain amount of time is built into each trip to ensure on-time performance and to allow for restroom breaks along the route. Layover points shall not be treated as break times; if the route is behind schedule, the driver shall use the time in the layover point to get back on schedule. If the route is on-time, the driver may use the time at the layover point to check for lost items on the bus, use the restroom, stretch their legs, or eat or use a cell phone as long as the driver is not behind the wheel when doing so.

Bus Cleanliness

Available time allowing, drivers shall walk through the bus and dispose of any trash and collect any items left by customers at the end of the line or at any lay-over point. The Driver shall notify Dispatch of any items found. Drivers shall keep the driver's area clean and tidy during their shifts.

**Exhibit 14 Paratransit Fleet Inventory
Follows This Page**

| UNIT # | YEAR | MAKE | MODEL | MANUFACTURER | SERIAL NO | LICENSE PLATE # | MILEAGE METER | DESCRIPTION |
|--------|------|-----------|-------------|---------------|-------------------|-----------------|---------------|--|
| K186 | 2012 | FORD | E450 | FORD MOTOR CO | 1FDFE4FS1CDB05103 | 284ZAL | 182,765.00 | 2012 FORD ECONOLINE E450 |
| K197 | 2017 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM9HKB33167 | BNI889 | 98,233.00 | 2017 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K199 | 2017 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PMOHB336376 | BNI887 | 134,910.00 | 2017 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K200 | 2017 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PMXHB28317 | BNI896 | 119,677.00 | 2017 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K201 | 2017 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM6HKB33174 | BNI898 | 105,033.00 | 2017 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K202 | 2017 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM7HKB33166 | BNI899 | 107,330.00 | 2017 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K203 | 2017 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM2HKB33172 | BNI893 | 113,014.00 | 2017 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K204 | 2017 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM0HKB33171 | BNI890 | 95,215.00 | 2017 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K205 | 2017 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM2HKB36377 | BNI891 | 112,579.00 | 2017 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K206 | 2017 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM5HKB28452 | BNI897 | 121,951.00 | 2017 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K207 | 2018 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM9JKB23342 | BSH005 | 107,518.00 | 2018 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K208 | 2018 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM2JKB23344 | BSH006 | 97,704.00 | 2018 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K209 | 2018 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM4JKB23345 | BSH007 | 105,749.00 | 2018 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K210 | 2018 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM7JKB23341 | BSH008 | 106,217.00 | 2018 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K211 | 2018 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM4JKA88094 | BSH009 | 72,712.00 | 2018 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K212 | 2018 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM5JKB23340 | BSH010 | 102,349.00 | 2018 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K213 | 2018 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM6JKB23346 | BSH011 | 102,933.00 | 2018 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K214 | 2018 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM4JKB31882 | BSH012 | 95,433.00 | 2018 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K215 | 2018 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM1JKB31886 | BSH013 | 110,602.00 | 2018 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K216 | 2018 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM2JKB31900 | BSH014 | 107,127.00 | 2018 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K217 | 2018 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM8JKB31898 | BSH037 | 95,384.00 | 2018 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K218 | 2018 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM4JKB31901 | BSH038 | 107,280.00 | 2018 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K219 | 2018 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PMXJKB31899 | BSH039 | 93,522.00 | 2018 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K220 | 2018 | FORD | TRANSIT 350 | FORD MOTOR CO | 1FDES6PM6JKB31902 | BSH040 | 87,986.00 | 2018 FORD TRANSIT 350 STARTRANS CANDIDATE II |
| K221 | 2019 | DIAMOND B | VIP2200 | DIAMOND | 1FDFE4FSXKDC52700 | BAPC98 | 82,065.00 | 2019 DIAMOND VIP2000 CLASS B FORD E450 |
| K222 | 2020 | DIAMOND B | VIP2200 | DIAMOND | 1FDFE4FS8KDC56079 | BAPC97 | 60,623.00 | 2020 DIAMOND VIP2000 CLASS B |
| K223 | 2020 | DIAMOND B | VIP2200 | DIAMOND | 1FDFE4FSOKDC56075 | BAPC96 | 82,821.00 | 2020 DIAMOND VIP2000 CLASS B FORD E450 |
| K224 | 2020 | DIAMOND B | VIP2200 | DIAMOND | 1FDFE4FS4KDC49453 | BAPC95 | 87,306.00 | 2020 DIAMOND VIP2000 CLASS B FORD E450 |
| K225 | 2020 | DIAMOND B | VIP2200 | DIAMOND | 1FDFE4FS9KDC49450 | BAPC94 | 76,288.00 | 2020 DIAMOND VIP2000 CLASS B FORD E450 |

| | | | | | | | | |
|---------|------|-----------|----------|------------------------------|-------------------|--------|------------|--|
| K226 | 2020 | DIAMOND B | VIP2200 | DIAMOND | 1FDFE4FS8KDC49441 | BAPC93 | 80,002.00 | 2020 FORD E450 DIAMOND VIP2000 CLASS B |
| K227 | 2020 | DIAMOND B | VIP2200 | DIAMOND | 1FDFE4FS3KDC56071 | BAPC92 | 76,154.00 | 2020 DIAMOND VIP2000 CLASS B FORD E450 |
| K228 | 2020 | DIAMOND B | VIP2200 | DIAMOND | 1FDFE4FS5KDC49445 | BAPC91 | 70,275.00 | 2020 FORD E450 DIAMOND VIP2000 CLASS B |
| K229 | 2020 | DIAMOND B | VIP2200 | DIAMOND | 1FDFE4FS3KDC49444 | BAPC90 | 79,833.00 | 2020 FORD E450 DIAMOND VIP2000 CLASS B |
| K230 | 2020 | DIAMOND B | VIP2200 | DIAMOND | 1FDFE4FS1KDC52701 | BAPC89 | 77,559.00 | 2020 FORD E450 DIAMOND VIP2000 CLASS B |
| K231 | 2023 | FORD | E450 | FORD MOTOR CO | 1FDFE4FN1NDC39882 | DME124 | 0 | 2023 ELKHART FORD E450 |
| K232 | 2023 | FORD | E450 | FORD MOTOR CO | 1FDFE4FN3NDC39883 | DME127 | 0 | 2023 ELKHART FORD E450 |
| K233 | 2023 | FORD | E450 | FORD MOTOR CO | 1FDFE4FN5NDC39884 | DME128 | 0 | 2023 ELKHART FORD E450 |
| K234 | 2023 | FORD | E450 | FORD MOTOR CO | 1FDFE4FN7NDC39885 | DME130 | 0 | 2023 ELKHART FORD E450 |
| K235 | 2023 | FORD | E450 | FORD MOTOR CO | 1FDFE4FN9NDC39886 | DME129 | 0 | 2023 ELKHART FORD E450 |
| K236 | 2023 | FORD | E450 | FORD MOTOR CO | 1FDFE4FN0NDC39887 | DME125 | 0 | 2023 ELKHART FORD E450 |
| K237 | 2023 | FORD | E450 | FORD MOTOR CO | 1FDFE4FN2NDC39888 | DME131 | 0 | 2023 ELKHART FORD E450 |
| K238 | 2023 | FORD | E450 | FORD MOTOR CO | 1FDFE4FN4NDC39889 | DME132 | 1,728.00 | 2023 ELKHART FORD E450 |
| K239 | 2023 | FORD | E450 | FORD MOTOR CO | 1FDFE4FN0PDD14977 | DME126 | 0 | 2023 ELKHART FORD E450 |
| K240 | 2023 | FORD | E450 | FORD MOTOR CO | 1FDFE4FNXNDC39881 | DME133 | 0 | 2023 ELKHART FORD E450 |
| RIDE103 | 2014 | TOYOTA | SIENNA | TOYOTA | 5TDKK3DCXE5519957 | 803RQY | 98,379.00 | 2014 TOYOTA SIENNA |
| RIDE106 | 2014 | TOYOTA | SIENNA | TOYOTA | 5TDKK3DC1E5518972 | 726SWQ | 90,898.00 | 2014 TOYOTA SIENNA |
| RIDE114 | 2014 | TOYOTA | SIENNA | TOYOTA | 5TDKK3DC4E5516682 | 734SWQ | 102,660.00 | 2014 TOYOTA SIENNA |
| RIDE125 | 2018 | CHRYSLER | PACIFICA | FIAT CHRYSLER AUTOMOBILES | 2C4RC1DG3JR355571 | CXT480 | 69,414.00 | 2018 CHRYSLER PACIFICA |
| RIDE128 | 2018 | CHRYSLER | PACIFICA | FIAT CHRYSLER AUTOMOBILES | 2C4RC1DG9JR355574 | CXT474 | 75,563.00 | 2018 CHRYSLER PACIFICA |
| RIDE130 | 2018 | CHRYSLER | PACIFICA | FIAT CHRYSLER AUTOMOBILES | 2C4RC1DG4JR355577 | CXT481 | 23,993.00 | 2018 CHRYSLER PACIFICA |
| RIDE132 | 2019 | CHRYSLER | PACIFICA | FIAT CHRYSLER AUTOMOBILES | 2C4RC1DG1KR597616 | BSH072 | 43,482.00 | 2019 CHRYSLER PACIFICA |
| RIDE135 | 2019 | CHRYSLER | PACIFICA | FIAT CHRYSLER AUTOMOBILES | 2C4RC1DG7KR597619 | BSH075 | 19,149.00 | 2019 CHRYSLER PACIFICA |

SECTION VI – APPENDICES

6.0 APPENDICES

Appendix A Price Sheet

**APPENDIX A – PRICE SHEET
Follows This Page**

Pricing for ADA Complementary Paratransit and Eligibility Services

| | FTE Count | Start Up/Transition Costs | Year 1 Fixed Cost | Year 1 Variable Cost |
|---|----------------|---------------------------|-------------------|----------------------|
| Vehicle Operator - Wages | | | | |
| Vehicle Operator - Fringes | | | | |
| Utility/Lane Worker - Wages | | | | |
| Utility/Lane Worker - Fringes | | | | |
| General Manager - Wages | | | | |
| General Manager - Fringes | | | | |
| Operations Manager - Wages | | | | |
| Operations Manager - Fringes | | | | |
| Safety & Training Manager - Wages | | | | |
| Safety & Training Manager - Fringes | | | | |
| Dispatch Supervisor - Wages | | | | |
| Dispatch Supervisor - Fringes | | | | |
| Driver Supervisor - Wages | | | | |
| Driver Supervisor - Fringes | | | | |
| Dispatcher - Wages | | | | |
| Dispatcher - Fringes | | | | |
| Scheduler - Wages | | | | |
| Scheduler - Fringes | | | | |
| Reservationsist - Wages | | | | |
| Reservationist - Fringes | | | | |
| Eligibility Deterimination Speciallist - Wages | | | | |
| Eligibility Determination Speciallist - Fringes | | | | |
| Eligibility Determination Staff - Wages | | | | |
| Eligibility Determination Staff - Fringes | | | | |
| Vehicle Insurance | Not Applicable | | | |
| Worker's Comp Insurance | Not Applicable | | | |
| Safety & Training Expenses | Not Applicable | | | |
| Hiring Expenses | Not Applicable | | | |
| Uniforms | Not Applicable | | | |
| Utilities | Not Applicable | | | |
| Office Supplies/Postage/Printing | Not Applicable | | | |
| Technology & Communications | Not Applicable | | | |
| Corporate Support/Overhead | Not Applicable | | | |
| Profit | Not Applicable | | | |
| Miscellaneous Costs* | Not Applicable | | | |
| Total | | | | |

*Miscellaneous Cost requires a detailed explanation

| Total Start-Up/Transition Cost | | | | | | |
|---|--------|--------|--------|--------|--------|--|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | |
| Fixed Cost | | | | | | |
| Variable Cost (RSH) | | | | | | |
| Travel Training Cost (Esimated 240 Hours) | | | | | | |
| Total Cost | | | | | | |
| RSH Estimate | 64287 | 67501 | 70876 | 74420 | 78141 | |